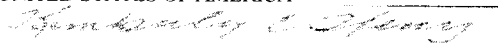


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1</b>   <b>20</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00004</b>		3. EFFECTIVE DATE <b>24-Mar-2003</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		CODE <b>N00033</b>		7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MAERSK LINE LTD  120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00033-02-C-3201			
				X 10B. DATED (SEE ITEM 13) 19-Sep-2002			
CODE <b>4X163</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15. and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>SEE ATTACHED.</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KIMBERLY HENRY / CONTRACTS TEL: (202) 685-5521 EMAIL: kimberly.henry@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>16-Apr-2003</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**SUMMARY OF CHANGES**

1. The purpose of this modification is to incorporate funding into subject contract and to incorporate an updated version of Attachment I.
2. Reference is made to MSC letter Ser PM3/LMSR03-0111 dated 27 February 2003 that authorized the purchase of combat spectacles for use with the MCU-2P Gas Mask by individuals who wear eye glasses. MSC funding in the amount of \$5,288.00 per ship, totaling \$42,304.00, is hereby incorporated into reimbursable CLINS 0002, 0004, 0006, 0008, 0010, 0012, 0014, and 0016 for the purchase of aforementioned spectacles within the FY03 estimates proposed by your office and accepted by PM3.
3. Reference is made to MSC letter Ser PM3/LMSR03-0144 dated 26 March 2003 that granted consent to subcontract with Baltimore Marine Industries for the dry docking and mission readiness availability for the USNS DAHL at a total expense of \$1,540,276.00. Accordingly, MSC funding in the amount of \$2,500,000.00 is herein incorporated under CLIN 0004 to cover aforementioned expenses and other anticipated maintenance expenses.
4. The following Purchase Requests add funding to the contract:

<u>PR#</u>	<u>DESCRIPTION</u>	<u>CLIN</u>	<u>AMOUNT</u>
N000333052P3L8	SODERMAN COMBAT SPECS	0002	\$5,288.00
N000333052P3L3	DAHL COMBAT SPECS	0004	\$5,288.00
N000333080P3201	DAHL FY03 DRYDOCKING	0004	\$2,500,000.00
N000333052P3L5	CHARLTON COMBAT SPECS	0006	\$5,288.00
N000333052P3L4	RED CLOUD COMBAT SPECS	0008	\$5,288.00
N000333053P3L7	POMEROY COMBAT SPECS	0010	\$5,288.00
N000333052P3L2	SISLER COMBAT SPECS	0012	\$5,288.00
N000333052P3L1	WATSON COMBAT SPECS	0014	\$5,288.00
N000333052P3L6	WATKINS COMBAT SPECS	0016	\$5,288.00

5. Changes in Section B – As a result of this funding action, the CLIN values have been revised as follows:

CLIN 0002 – Price has increased from \$3,011,746.00 by \$5,288.00 to \$3,017,034.00  
 CLIN 0004 – Price has increased from \$2,193,714.00 by \$2,505,288.00 to \$4,699,002.00  
 CLIN 0006 – Price has increased from \$2,204,418.00 by \$5,288.00 to \$2,209,706.00  
 CLIN 0008 – Price has increased from \$2,097,798.00 by \$5,288.00 to \$2,103,086.00  
 CLIN 0010 – Price has increased from \$2,181,849.00 by \$5,288.00 to \$2,187,137.00  
 CLIN 0012 – Price has increased from \$2,216,917.00 by \$5,288.00 to \$2,222,205.00  
 CLIN 0014 – Price has increased from \$2,472,133.00 by \$5,288.00 to \$2,477,421.00  
 CLIN 0016 – Price has increased from \$2,350,918.00 by \$5,288.00 to \$2,356,206.00

6. The total contract price has increased from \$238,475,587.08 by \$2,542,304.00 to \$241,017,891.08.
7. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**ATTACHMENT I**

## INVOICE REQUIREMENTS/REPORT OF EXPENDITURES

1. At a minimum, the following information must appear on the face of each invoice:
  - a. Invoice Number (No more than 18 alphanumeric characters)
  - b. Invoice date (format MM/DD/YYYY)
  - c. Contract Number
  - d. Vessel Name
  - e. Port (if applicable)
  - f. Vessel Status (FOS, RAV, ROS)
  - g. Vessel Project Number
  - h. Vessel Task Number
2. A Report of Expenditures is required for every invoice submitted under this contract and must be submitted with the invoice for payment. Any invoice received without this report will be returned to the Contractor. For each Expenditure Type billed under an invoice, the following information will be required. The Tables found on following pages of this attachment provide additional information/instructions.
  - a. CLIN/Purchase Order Number
  - b. Expenditure Type & GLA
  - c. Expenditure Type Description from Contract
  - d. Start of Service (MM/DD/YYYY)
  - e. End of Service (MM/DD/YYYY)
  - f. Amount in Dollars
  - g. Foreign Currency (if paid in foreign currency)
  - h. Amount in Foreign Currency (if paid in foreign currency)
  - i. Description Breakdown (if required by Table)
  - j. Quantity (hours, days, events) (if required by Table)
  - k. Premium Paid (if required by Table)
  - l. Remarks/Justification (if required by the Table)
3. For contracts with budgeted reimbursables, the Contractor will submit a Report of Expenditures within five business days of the end of each month for budgeted reimbursables. This report will detail each transaction within an Expenditure Type incurred during the previous month. This report shall provide the data required in 2 (a) through (l) above.

EXP TYPE	CLIN/EXPENDITURE DESCRIPTION	DESCRIPTION/BREAKDOWN	QUANT TY	PREMIU M %	ADDITIONAL DA REQUIRED
<b>25210</b>	<b>Fixed Ship Per Diem</b>				
25213	Per Diem Rates	FOS/ROS/RAV/Pre-delivery	X		Justification/Rmks Re
<b>25210</b>	<b>Reimbursable Operating Costs</b>				
25216	Pre-Delivery Orientation/Familiarization Crew Wages, Subsistence and Lodging	?	X		Justification/Rmks Re
25218	ROS Direct Expenses				Justification/Rmks Re
2521A	War Risk Bonuses and Extra Wages				Justification/Rmks Re
2521B	Additional P&I Insurance		X		Justification/Rmks Re
2521C	Legal Expenses for Claims		X		Justification/Rmks Re
2521D	Merchant Marine Cadet Wages/Travel				
2521F	Stevedore Damage		X		
2521G	Crew Overtime to Support Sponsor Operations		X		Justification/Rmks Re
2521H	Additional Personnel Requirements During Industrial Assistance	?			Justification/Rmks Re
2521H	Additional Crewing				
2521H	Storekeeper Wages/Fringe Benefits				
2521L	Food Service (Sponsor Personnel)				
<b>25220</b>	<b>Port Charges and Expenses</b>				
25221	Canal Tolls	Suez/ Panama			Justification/Rmks Re
25222	Docking/Dockage			X	
25223	Agent Fees				
25224	Pilot Fees			X	Justification/Rmks Re
25225	Tug Services	Inbound/Outbound	X	X	Justification/Rmks Required/#hours
25226	Increased Security		X	X	Justification/Rmks Re
25227	Taxes/Duties/Customs	Taxes/Duties/Customs		X	
25228	Line Handling			X	
25229	Launch Services				
2522A	Hazardous Material Disposal				Justification/Rmks Re
2522C	Oil Spill Response				Justification/Rmks Re
2522D	Trash Disposal				
2522E	Boom Vessel				Justification/Rmks Re
2522G	Load/Discharge Sponsor Material			X	Justification/Rmks Re
2522J	Sponsor Telephone Charges				Justification/Rmks Re
2522k	Other Port Charges/Expenses	Postage/Petties/Shore Service			Justification/Rmks Re
<b>23320</b>	<b>Communications</b>				
<b>23321</b>	<b>INMARSAT (Minutes)</b>				
<b>25230</b>	<b>Ship Maintenance and Repair</b>				
25231	ABS Classification Costs	Inspection/Travel			Justification/Rmks Re
25232	Ship Overhaul				
25233	Shipyard Drydocking				Justification/Rmks Re

25234	Underwater Hull Maintenance				Justification/Rmks Re
25235	Industrial Assistance	Assistance/Travel			Justification/Rmks Re
25235	Salvage Assistance				
25236	Propeller Polishing				Justification/Rmks Re
25237	Government Approved Alterations				Justification/Rmks Required/Alt #
25237	Alteration Development				Justification/Rmks Required/Alt #
25238	Service and Technical Representatives				Justification/Rmks Re
25239	Repair Parts	Ship/Lighterage	X		Unit of Issue/APL/Part #/NSn/Manuf.
25239	Replacement of Installed Equipment				
2523D	Calibration of Test Equipment	Gauges/Meters/Test Equipment	X		
2523E	Chemical Cleaning of Cargo Holds				
2523F	Industrial Assistance for Guarantee Work Items				Item Number
2523G	Post Shakedown Availability Work Items (NAVSEA)		X		Justification/Rmks Re
<b>25240</b>	<b>Ship Engineering Support Services</b>				
25241	Lube Oils, Chemicals, Testing, Firefighting Foam Analysis	Lube Oils, Chemicals, Testing, Firefighting Foam Analysis			Justification/Rmks Re
25244	Shipboard Plans and Technical Manuals (Turnover Deficiency)				
<b>31010</b>	<b>Ship Equipment and Spare Parts</b>				
31011	Ship Spare Parts		X		Unit of Issue/APL/Part #/NSn/Manuf.
31012	Non-ADP Controlled Equipment		X		Unit of Issue/APL/Part #/NSn/Manuf.
31012	Equipment & Purchases				
31013	COSAL Allowance Changes		X		Unit of Issue/APL/Part #/NSn/Manuf.
	<b>Fuel</b>				
1005	Propulsion Fuel - DFM (Barrels)		X		
1003	Propulsion Fuel – Bunker MGO		X		
<b>26060</b>	<b>Oils and Chemicals</b>				
26061	Hydraulic Oil and Lubricants	Lube Oil/Hydraulic Oil/Lubricants	X		
<b>26010</b>	<b>Supplies and Material</b>				
26013	Medical Supplies				Vendor Name/Part #/NSN/AMAL
<b>21010</b>	<b>Contractor Travel</b>				
21011	Crew/Port Captain/Engineer Travel	Crew/Port Capt/Port Eng.	X		From Where to Where
<b>25350</b>	<b>Other Government Agency Fees</b>				
25355	USCG Travel	Fee/Travel			Justification/Rmks Re
<b>25130</b>	<b>Training</b>				
25131	Additional Government Required Training		X		Justification/Rmks Re
<b>25340</b>	<b>Force Protection Training</b>				

25342	Force Protection Officer Training		X		Justification/Rmks Re
<b>22010</b>	<b>Freight Charges</b>				
22011	Shipment of Repair Parts, Equipment, Furnishing, Equipage	Ship			Justification/Rmks Re
<b>25280</b>	<b>Other Contractor Provided Services</b>				
25284	Embarkations/Public Affairs Activities				Justification/Rmks Re
25287	Integrated Logistics Support				
25288	Award Fee				
2528B	Other Contractor Provided Services				Justification/Rmks Re

### PM3 PROJECT AND TASK NUMBERS FOR LMSRs

#### LARGE MEDIUM SPEED ROLL/ON-ROLL/OFF SHIPS

Project #	Project Name	Task #	Task Name
100232	X0409 PM3 X0409 – ARMY PREPO FY02	110100	R/H USNS WATSON
100232	X0409 PM3 X0409 – ARMY PREPO FY02	120100	R/H USNS SISLER
100232	X0409 PM3 X0409 – ARMY PREPO FY02	130100	R/H USNS DAHL
100232	X0409 PM3 X0409 – ARMY PREPO FY02	040100	R/H USNS RED CLOUD
100232	X0409 PM3 X0409 – ARMY PREPO FY02	150100	R/H USNS CHARLTON
100232	X0409 PM3 X0409 – ARMY PREPO FY02	190100	R/H USNS WATKINS
100232	X0409 PM3 X0409 – ARMY PREPO FY02	200100	R/H USNS POMEROY
100232	X0409 PM3 X0409 – ARMY PREPO FY02	210100	R/H USNS SODERMAN
100233	X0409 PM3 X0409 – ARMY PREPO FY03	110100	R/H USNS WATSON
100233	X0409 PM3 X0409 – ARMY PREPO FY03	120100	R/H USNS SISLER
100233	X0409 PM3 X0409 – ARMY PREPO FY03	130100	R/H USNS DAHL
100233	X0409 PM3 X0409 – ARMY PREPO FY03	040100	R/H USNS RED CLOUD
100233	X0409 PM3 X0409 – ARMY PREPO FY03	150100	R/H USNS CHARLTON
100233	X0409 PM3 X0409 – ARMY PREPO FY03	190100	R/H USNS WATKINS
100233	X0409 PM3 X0409 – ARMY PREPO FY03	200100	R/H USNS POMEROY
100233	X0409 PM3 X0409 – ARMY PREPO FY03	210100	R/H USNS SODERMAN
100234	X0409 PM3 X0409 – ARMY PREPO FY04	110100	R/H USNS WATSON
100234	X0409 PM3 X0409 – ARMY PREPO FY04	120100	R/H USNS SISLER
100234	X0409 PM3 X0409 – ARMY PREPO FY04	130100	R/H USNS DAHL
100234	X0409 PM3 X0409 – ARMY PREPO FY04	040100	R/H USNS RED CLOUD
100234	X0409 PM3 X0409 – ARMY PREPO FY04	150100	R/H USNS CHARLTON
100234	X0409 PM3 X0409 – ARMY PREPO FY04	190100	R/H USNS WATKINS
100234	X0409 PM3 X0409 – ARMY PREPO FY04	200100	R/H USNS POMEROY
100234	X0409 PM3 X0409 – ARMY PREPO FY04	210100	R/H USNS SODERMAN

## **PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201**

<b>SHIP</b>	<b>PER DIEM POs</b>	<b>REIMBUSABLE Pos</b>
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHDPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE
USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

8. All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

### **Changes in Section G – Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$2,542,304.00 from \$62,093,093.00 to \$64,635,397.00.

#### **CLIN 0002:**

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$5,288.00 from \$3,011,746.00 to \$3,017,034.00

#### **CLIN 0004:**

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$2,505,288.00 from \$2,193,714.00 to \$4,699,002.00

#### **CLIN 0006:**

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$5,288.00 from \$2,204,418.00 to \$2,209,706.00

#### **CLIN 0008:**

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$5,288.00 from \$2,097,798.00 to \$2,103,086.00

#### **CLIN 0010:**

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$5,288.00 from \$2,181,849.00 to \$2,187,137.00

#### **CLIN 0012:**


AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$5,288.00 from \$2,216,917.00 to \$2,222,205.00

#### **CLIN 0014:**

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$5,288.00 from \$2,472,133.00 to \$2,477,421.00

#### **CLIN 0016:**

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$5,288.00 from \$2,350,918.00 to \$2,356,206.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   14</div>	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 10-Apr-2003		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		CODE N00033		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MAERSK LINE LTD BRAD SAUER 120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00033-02-C-3201			
				X 10B. DATED (SEE ITEM 13) 19-Sep-2002			
CODE 4X163		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See attached.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEN ALLEN / CONTRACTING OFFICER TEL: (202) 685-5531 EMAIL: ken.allen@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 29-May-2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE  
**SUMMARY OF CHANGES**

1. The purpose of this modification is to incorporate and fund CLIN 0017 to the subject contract, to add funding to CLIN 0004, to revise Section B to reflect the addition of CLIN 0017 and changes in Expenditure Types, and to revise Section J, Attachment I to reflect the addition of CLIN 0017 and changes in Expenditure Types.
2. Reference is made to MSC letter Ser PM3/LMSR03-0156 dated 16 April 2003 and Ser PM3/LMSR03-0156A dated 01 May 2003 that authorized the purchase of approximately 21,000 barrels of Marine Gas Oil at a price not to exceed \$770,116.42. CLIN 0017 is hereby added to accommodate this purchase, and purchase request number N000333100P3201 adds MSC funding in the amount of \$776,160.00 to CLIN 0017 to cover this expense.
3. Reference is made to MSC letters Ser PM3/LMSR03-0159 dated 23 April 2003 that provided authorization to subcontract with Baltimore Marine Industries for additional work items (credit drydocking) and a 45-day extension of the USNS DAHL drydocking availability at a total expense of \$3,284,831.00. Accordingly, MSC funding in the amount of \$4,000,000.00 is herein incorporated under CLIN 0004 to cover aforementioned expenses and other anticipated maintenance expenses.
4. The following Purchase Requests add funding to the contract:

<u>PR#</u>	<u>DESCRIPTION</u>	<u>CLIN</u>	<u>AMOUNT</u>
N000333107P3201	WATKINS FUEL	0017	\$776,160.00
N000333111P3201	DAHL DRYDOCKING FY03	0004	\$4,000,000.00

5. Changes in Section B – As a result of this funding action, the CLIN values have been revised as follows:

CLIN 0017 – Price has increased from \$0 by \$776,160.00 to \$776,160.00

CLIN 0004 – Price has increased from \$4,699,002.00 by \$4,000,000.00 to \$8,699,002.00

The following Expenditure Types have been modified/added:

26053 for MGO Fuel has been changed to 10003

26051 DFM Fuel has been changed to 10002

26052 IFO 380 has been changed to 10005

31082 has been added for Force Protection Equipment With Services

6. Changes in Section G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation  
 Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$4,776,160.00 from \$64,635,397.00 to \$69,411,557.00.

CLIN 0004:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$4,000,000.00 from \$4,699,002.00 to \$8,699,002.00

CLIN 0017:

Funding on CLIN 0017 is initiated as follows:

ACRN: AB

Acctng Data: 97 X 4930 FD20 000 0 000033 2F000000000000000000

Increase: \$776,160.00

Total: \$776,160.00

7. Changes in Section J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Expenditure Type 26053 for MGO Fuel has been changed to 10003

Expenditure Type 26051 DFM Fuel has been changed to 10002

Expenditure Type 26052 IFO 380 has been changed to 10005

Expenditure Type 31082 has been added for Force Protection Equipment With Services

Purchase Order Number N0003302C3201FUEL has been added to accommodate fuel purchases.

8. All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

**SECTION B – SUPPLIES /SERVICES AND PRICES****FUNDING INFORMATION ONLY**

(To be completed by the Government after contract award)

<b>CLIN 0001</b>	<b>Exp Type</b>	<b>USNS SODERMAN FIXED PER DIEM</b>	<b><u>\$5,621,700.00</u></b>
0001AA	25213 FOS	<u>See Rate Schedule</u>	
0001AB	25213 RAV	<u>See Rate Schedule</u>	
0001AC	25213 ROS-4	<u>See Rate Schedule</u>	
0001AD	25213 PDO INCIDENT	<u>See Rate Schedule</u>	
<b>CLIN 0002</b>		<b>USNS SODERMAN REIMBURSABLE COST</b>	<b><u>\$3,017,034.00</u></b>
0002AA-0002BD	Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
<b>CLIN 0003</b>	<b>Exp Type</b>	<b>USNS DAHL FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
0003AA	25213 FOS	<u>See Rate Schedule</u>	
0003AB	25213 RAV	<u>See Rate Schedule</u>	
0003AC	25213 ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0004</b>		<b>USNS DAHL REIMBURSABLE COST</b>	<b><u>\$8,699,002.00</u></b>
0004AA-0004BD	Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
<b>CLIN 0005</b>	<b>Exp Type</b>	<b>USNS CHARLTON FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
0005AA	25213 FOS	<u>See Rate Schedule</u>	
0005AB	25213 RAV	<u>See Rate Schedule</u>	
0005AC	25213 ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0006</b>		<b>USNS CHARLTON REIMBURSABLE COST</b>	<b><u>\$2,209,706.00</u></b>
0006AA-0006BD	Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
<b>CLIN 0007</b>	<b>Exp Type</b>	<b>RED CLOUD FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
0007AA	25213 FOS	<u>See Rate Schedule</u>	
0007AB	25213 RAV	<u>See Rate Schedule</u>	
0007AC	25213 ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0008</b>		<b>USNS RED CLOUD REIMBURSABLE COST</b>	<b><u>\$2,103,086.00</u></b>
0008AA-0008BD	Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
<b>CLIN 0009</b>	<b>Exp Type</b>	<b>USNS POMEROY FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
0009AA	25213 FOS	<u>See Rate Schedule</u>	
0009AB	25213 RAV	<u>See Rate Schedule</u>	

0009AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0010</b>		<b>USNS POMEROY REIMBURSABLE COST</b>		<b><u>\$2,187,137.00</u></b>
0010AA-0010BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
<b>CLIN 0011</b>	<b>Exp Type</b>	<b>USNS SISLER FIXED PER DIEM</b>		<b><u>\$5,391,700.00</u></b>
0011AA	25213	FOS	<u>See Rate Schedule</u>	
0011AB	25213	RAV	<u>See Rate Schedule</u>	
0011AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0012</b>		<b>USNS SISLER REIMBURSABLE COST</b>		<b><u>\$2,222,205.00</u></b>
0012AA-0012BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
<b>CLIN 0013</b>	<b>Exp Type</b>	<b>USNS WATSON FIXED PER DIEM</b>		<b><u>\$5,391,700.00</u></b>
0013AA	25213	FOS	<u>See Rate Schedule</u>	
0013AB	25213	RAV	<u>See Rate Schedule</u>	
0013AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0014</b>		<b>USNS WATSON REIMBURSABLE COST</b>		<b><u>\$2,477,421.00</u></b>
0014AA-0014BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
<b>CLIN 0015</b>	<b>Exp Type</b>	<b>USNS WATKINS FIXED PER DIEM</b>		<b><u>\$5,391,700.00</u></b>
0015AA	25213	FOS	<u>See Rate Schedule</u>	
0015AB	25213	RAV	<u>See Rate Schedule</u>	
0015AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0016</b>		<b>USNS WATKINS REIMBURSABLE COST</b>		<b><u>\$2,356,206.00</u></b>
0016AA-0016BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
<b>CLIN 0017</b>		<b>SPOT FUEL PURCHASES</b>		<b><u>\$776,160.00</u></b>
0017AA	10003	MGO		
0017AB	10002	Propulsion Fuel -- DFM		

**REIMBURSABLE SERVICES** - Following are reimbursable type expenses to be used if authorized by the contract or as approved by the Contracting Officer. Reimbursable expense are reimbursable at cost only and reflect actual costs. No indirect costs (**i.e. overhead and/or general administrative or profit**) shall be added to the costs of the reimbursable items in this section.

**TABLE OF EXPENDITURE TYPES**

EXP TYPE	SUBCLIN SUFFIX	DESCRIPTION
25216	AA	Reimbursable Predelivery Expenses
25217	AB	Delivery/Redelivery
2521A	AC	War Risk Bonus
2521B	AD	Additional P&I Insurance
2521F	AE	Stevedore Damages
2521H	AF	Additional Crew Wages
25221	AG	Canal Charges
25222	AH	Docking, Line Handling, Agent Fees & Misc Port Charges
25224	AI	Pilot & Towing Fees
25226	AJ	Security/Guard
25229	AK	Launch Services
23331	AM	Shoreside Utility Services (trash, Haz Mat disposal)
25232	AN	Ship Overhaul
25235	AO	Industrial Assistance (incl travel)
25237	AP	Alterations
31011	AQ	Ship Spare Parts
31012	AR	Controlled & Loose Equipage (Ex APDE)
31013	AS	COSAL Allowance Changes
10002	AT	Propulsion Fuel – DFM
10003	AU	MGO
10005	AV	IFO 380
26061	AW	Lubricants & Hydraulic Oil
26062	AX	Chemicals/Paint
21011	AY	Contractor Travel
25341	AZ	SSET Training
25342	BA	Force Protection Officer Training
25288	BB	Award Fee
25284	BC	Public Affairs Activities
2528B	BD	Contract Service not otherwise classified
31082	BE	Force Protection Equipment With Services

**SECTION B NOTES:**

1. Offerors shall provide rates under the Rate Schedule Attachment to Section B (the file posted on the MSC web page is in Excel format). Offeror shall provide both a hard copy and a disk with its proposed rates and Pricing Forms A, B, C and D.
2. The offerors proposed rates shall be stated as “per ship per diem” or “per event” as appropriate to the specific item.
3. The USNS SODERMAN has a pre-delivery shipyard orientation (PDO), NUC-1 through NUC-5 (see Section C-2.2.14). This PDO is planned to be 105 days but may be longer if the ship delivery is unexpectedly delayed.
4. The PDO period (referenced in paragraph 3 above) is directly reimbursable for crew costs to include wages, lodging, meals and transportation in accordance with Section C-2.2.13. Any other PDO costs (non-crew related expenses, overhead and profit) for NUC-1 through NUC-5 are to be priced in the offeror’s PDO incident rate which will be paid as a one time payment precipitated by the onset of NUC-4. The final two phases of the PDO period, (NUC-4 and NUC-5) are anticipated to be a total of 49 days in duration, but may be extended as explained under note 2 above. The pricing related to the PDO period for each new ship is not associated with FOS, ROS or RAV.
5. The PDO incident rate price will be evaluated as one incident.
6. Payment of the awardee’s per diem rate will begin upon completion of PDO (for the SODERMAN). For the remaining seven ships, per diem payment for each ship will begin upon ship delivery. The approximate timeframe for the delivery of the seven LMSR vessels currently under contract is between 01 September and 01 October 2001. During the turnover period, the awardee will be paid its proposed per diem rate for one ship multiplied by the number of ships that have been delivered. Offerors should calculate their proposed per diems accordingly
7. Prices submitted for the readiness/manning status category FOS and PDO (and wage/fringe rates negotiated for RAV and ROS) must assume wages applicable to the Service Contract Act (SCA) and wages for which the SCA does not apply, i.e. one rate will apply for both SCA and Non-SCA.
8. The number of days identified above for FOS and RAV are for pricing and evaluation purposes only. Any representations to optempo per year are estimates only (Sec C-1.3.2).
9. The prices submitted for ROS and RAV will only consider direct costs for expenses other than wages and fringes, as well as indirect costs, G&A and Profit. Crew wages/fringe costs for Reduced Operating Status (ROS) and Repair Availability Status (RAV) will be negotiated on a case by case basis prior to a ship entering ROS/RAV, and will be based on specific crew requirements. Offeror’s proposed ROS prices will be evaluated for price reasonableness, however, they will not be considered in the price evaluation for contract award.

## ATTACHMENT I

### INVOICE REQUIREMENTS/REPORT OF EXPENDITURES

1. At a minimum, the following information must appear on the face of each invoice:

- a. Invoice Number (No more than 18 alphanumeric characters)
- b. Invoice date (format MM/DD/YYYY)
- c. Contract Number
- d. Vessel Name
- e. Port (if applicable)
- f. Vessel Status (FOS, RAV, ROS)
- g. Vessel Project Number
- h. Vessel Task Number

2. A Report of Expenditures is required for every invoice submitted under this contract and must be submitted with the invoice for payment. Any invoice received without this report will be returned to the Contractor. For each Expenditure Type billed under an invoice, the following information will be required. The Tables found on following pages of this attachment provide additional information/instructions.

- a. CLIN/Purchase Order Number
- b. Expenditure Type & GLA
- c. Expenditure Type Description from Contract
- d. Start of Service (MM/DD/YYYY)
- e. End of Service (MM/DD/YYYY)
- f. Amount in Dollars
- g. Foreign Currency (if paid in foreign currency)
- h. Amount in Foreign Currency (if paid in foreign currency)
- i. Description Breakdown (if required by Table)
- j. Quantity (hours, days, events) (if required by Table)
- k. Premium Paid (if required by Table)
- l. Remarks/Justification (if required by the Table)

3. For contracts with budgeted reimbursables, the Contractor will submit a Report of Expenditures within five business days of the end of each month for budgeted reimbursables. This report will detail each transaction within an Expenditure Type incurred during the previous month. This report shall provide the data required in 2 (a) through (l) above.

EXP TYPE	CLIN/EXPENDITURE DESCRIPTION	DESCRIPTION BREAKDOWN	QUANTITY	PREMIUM %	ADDITIONAL DATA REQUIRED
<b>25210</b>	<b>Fixed Ship Per Diem</b>				
25213	Per Diem Rates	FOS/ROS/RAV/Pre-delivery	X		Justification/Rmks Required
<b>25210</b>	<b>Reimbursable Operating Costs</b>				
25216	Pre-Delivery Orientation/Familiarization Crew Wages, Subsistence and Lodging	?	X		Justification/Rmks Required
25218	ROS Direct Expenses				Justification/Rmks Required
2521A	War Risk Bonuses and Extra Wages				Justification/Rmks Required
2521B	Additional P&I Insurance		X		Justification/Rmks Required
2521C	Legal Expenses for Claims		X		Justification/Rmks Required
2521D	Merchant Marine Cadet Wages/Travel				
2521F	Stevedore Damage		X		
2521G	Crew Overtime to Support Sponsor Operations		X		Justification/Rmks Required
2521H	Additional Personnel Requirements During Industrial Assistance	?			Justification/Rmks Required
2521H	Additional Crewing				
2521H	Storekeeper Wages/Fringe Benefits				
2521L	Food Service (Sponsor Personnel)				
<b>25220</b>	<b>Port Charges and Expenses</b>				
25221	Canal Tolls	Suez/ Panama			Justification/Rmks Required
25222	Docking/Dockage			X	
25223	Agent Fees				
25224	Pilot Fees			X	Justification/Rmks Required
25225	Tug Services	Inbound/Outbound	X	X	Justification/Rmks Required/#hours
25226	Increased Security		X	X	Justification/Rmks Required
25227	Taxes/Duties/Customs	Taxes/Duties/Customs		X	
25228	Line Handling			X	
25229	Launch Services				
2522A	Hazardous Material Disposal				Justification/Rmks Required
2522C	Oil Spill Response				Justification/Rmks Required
2522D	Trash Disposal				
2522E	Boom Vessel				Justification/Rmks Required



2522G	Load/Discharge Sponsor Material			X	Justification/Rmks Required
2522J	Sponsor Telephone Charges				Justification/Rmks Required
2522k	Other Port Charges/Expenses	Postage/Petties/ Shore Service			Justification/Rmks Required
<b>23320</b>	<b>Communications</b>				
<b>23321</b>	<b>INMARSAT (Minutes)</b>				
<b>25230</b>	<b>Ship Maintenance and Repair</b>				
25231	ABS Classification Costs	Inspection/Travel			Justification/Rmks Required
25232	Ship Overhaul				
25233	Shipyard Drydocking				Justification/Rmks Required
25234	Underwater Hull Maintenance				Justification/Rmks Required
25235	Industrial Assistance	Assistance/Travel			Justification/Rmks Required
25235	Salvage Assistance				
25236	Propeller Polishing				Justification/Rmks Required
25237	Government Approved Alterations				Justification/Rmks Required/Alt #
25237	Alteration Development				Justification/Rmks Required/Alt #
25238	Service and Technical Representatives				Justification/Rmks Required
25239	Repair Parts	Ship/Lighterage	X		Unit of Issue/ APL/Part #/ NSn/ Manuf.
25239	Replacement of Installed Equipment				
2523D	Calibration of Test Equipment	Gauges/Meters/Test Equipment	X		
2523E	Chemical Cleaning of Cargo Holds				
2523F	Industrial Assistance for Guarantee Work Items				Item Number
2523G	Post Shakedown Availability Work Items (NAVSEA)		X		Justification/Rmks Required
<b>25240</b>	<b>Ship Engineering Support Services</b>				
25241	Lube Oils, Chemicals, Testing, Firefighting Foam Analysis	Lube Oils, Chemicals, Testing, Firefighting Foam Analysis			Justification/Rmks Required
25244	Shipboard Plans and Technical Manuals (Turnover Deficiency)				
<b>31010</b>	<b>Ship Equipment and Spare Parts</b>				
31011	Ship Spare Parts		X		Unit of Issue /APL/Part #/NSn/Manuf.

31012	Non-ADP Controlled Equipment		X		Unit of Issue/ APL/Part #/ NSn/Manuf.
31012	Equipment & Purchases				
31013	COSAL Allowance Changes		X		Unit of Issue/ APL/Part # / NSn/Manuf.
31082	Force Protection Equipment With Services		X		Justification/Rmks Required
	<b>Fuel</b>				
10002	Propulsion Fuel - DFM (Barrels)		X		
10003	Propulsion Fuel – Bunker MGO		X		
10004	IFO 180				
10005	IFO 380				
<b>26060</b>	<b>Oils and Chemicals</b>				
26061	Hydraulic Oil and Lubricants	Lube Oil/Hydraulic Oil/Lubricants	X		
<b>26010</b>	<b>Supplies and Material</b>				
26013	Medical Supplies				Vendor Name/Part #/ NSN/AMAL
<b>21010</b>	<b>Contractor Travel</b>				
21011	Crew/Port Captain/Engineer Travel	Crew/Port Capt/Port Eng.	X		From Where to Where
<b>25350</b>	<b>Other Government Agency Fees</b>				
25355	USCG Travel	Fee/Travel			Justification/Rmks Required
<b>25130</b>	<b>Training</b>				
25131	Additional Government Required Training		X		Justification/Rmks Required
<b>25340</b>	<b>Force Protection Training</b>				
25342	Force Protection Officer Training		X		Justification/Rmks Required
<b>22010</b>	<b>Freight Charges</b>				
22011	Shipment of Repair Parts, Equipment, Furnishing, Equipage	Ship			Justification/Rmks Required
<b>25280</b>	<b>Other Contractor Provided Services</b>				
25284	Embarkations/Public Affairs Activities				Justification/Rmks Required
25287	Integrated Logistics Support				
25288	Award Fee				
2528B	Other Contractor Provided Services				Justification/Rmks Required

**PM3 PROJECT AND TASK NUMBERS FOR LMSRs  
LARGE MEDIUM SPEED ROLL/ON-ROLL/OFF SHIPS**

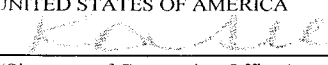
Project #	Project Name	Task #	Task Name
100232	X0409 PM3 X0409 – ARMY PREPO FY02	110100	R/H USNS WATSON
100232	X0409 PM3 X0409 – ARMY PREPO FY02	120100	R/H USNS SISLER
100232	X0409 PM3 X0409 – ARMY PREPO FY02	130100	R/H USNS DAHL
100232	X0409 PM3 X0409 – ARMY PREPO FY02	040100	R/H USNS RED CLOUD
100232	X0409 PM3 X0409 – ARMY PREPO FY02	150100	R/H USNS CHARLTON
100232	X0409 PM3 X0409 – ARMY PREPO FY02	190100	R/H USNS WATKINS
100232	X0409 PM3 X0409 – ARMY PREPO FY02	200100	R/H USNS POMEROY
100232	X0409 PM3 X0409 – ARMY PREPO FY02	210100	R/H USNS SODERMAN
100233	X0409 PM3 X0409 – ARMY PREPO FY03	110100	R/H USNS WATSON
100233	X0409 PM3 X0409 – ARMY PREPO FY03	120100	R/H USNS SISLER
100233	X0409 PM3 X0409 – ARMY PREPO FY03	130100	R/H USNS DAHL
100233	X0409 PM3 X0409 – ARMY PREPO FY03	040100	R/H USNS RED CLOUD
100233	X0409 PM3 X0409 – ARMY PREPO FY03	150100	R/H USNS CHARLTON
100233	X0409 PM3 X0409 – ARMY PREPO FY03	190100	R/H USNS WATKINS
100233	X0409 PM3 X0409 – ARMY PREPO FY03	200100	R/H USNS POMEROY
100233	X0409 PM3 X0409 – ARMY PREPO FY03	210100	R/H USNS SODERMAN
100234	X0409 PM3 X0409 – ARMY PREPO FY04	110100	R/H USNS WATSON
100234	X0409 PM3 X0409 – ARMY PREPO FY04	120100	R/H USNS SISLER
100234	X0409 PM3 X0409 – ARMY PREPO FY04	130100	R/H USNS DAHL
100234	X0409 PM3 X0409 – ARMY PREPO FY04	040100	R/H USNS RED CLOUD
100234	X0409 PM3 X0409 – ARMY PREPO FY04	150100	R/H USNS CHARLTON
100234	X0409 PM3 X0409 – ARMY PREPO FY04	190100	R/H USNS WATKINS
100234	X0409 PM3 X0409 – ARMY PREPO FY04	200100	R/H USNS POMEROY
100234	X0409 PM3 X0409 – ARMY PREPO FY04	210100	R/H USNS SODERMAN

**PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201**

SHIP	PER DIEM POs	REIMBUSABLE POs
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHDPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE
USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

DESCRIPTION	PO NUMBER
FUEL PURCHASES	N0003302C3201FUEL



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   24</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00007</b>		3. EFFECTIVE DATE <b>11-Jul-2003</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>		5. PROJECT NO.(If applicable)	
6. ISSUED BY MILITARY SEALIFT COMMAND, PACIFIC 140 SYLVESTER ROAD, BLDG 139 SAN DIEGO CA 92106-3521		CODE <b>N62383</b>		7. ADMINISTERED BY (If other than item 6) MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		CODE <b>N00033</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00033-02-C-3201			
				X 10B. DATED (SEE ITEM 13) 19-Sep-2002			
CODE <b>4X163</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>SEE ATTACHED.</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEN ALLEN / CONTRACTING OFFICER TEL: (202) 685-5531 EMAIL: ken.allen@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 16-Jul-2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. The purpose of this modification is to add funding to CLINs 0002, 0004, 0006, 0008, 0010, 0012, 0014, and 0016 for the overhaul and dry docking of the USNS WATSON, for various parts, equipment and supplies for the LMSRs, and for port services for the USNS SODERMAN, USNS DAHL, USNS CHARLTON, USNS RED CLOUD, USNS POMEROY, USNS SISLER and the USNS WATSON, and to revise Section J, Attachment I to reflect a purchase order number correction.

2. Reference is made to MSC letters Ser PM3/LMSR03-0189 dated 14 May 2003, Ser PM3/LMSR03-0230 dated 20 June 2003, and Ser PM3/LMSR03-0231 dated 24 June 2003 that respectively provided authorization to purchase Wartsila Shaft Seals for the USNS WATSON at a total expense of \$129,206.00, synthetic mooring lines for the USNS WATSON at a total expense of \$81,726.00, and the upcoming Mission Readiness Availability for the USNS WATSON at a not to exceed price of \$3,584,701.00. Accordingly, Purchase Request N000333134P3201 incorporates MSC funding in the amount of \$5,500,000.00 under CLIN 0014 to fund these expenses and other anticipated maintenance expenses.

3. Reference is made to MSC letter Ser PM3/LMSR03-0199 dated 04 June 2003 which provided authorization for the purchase of Motorola Ht1250 UHF radios and accessories for all eight LMSRs under contract N00033-02-C-3201 in the total amount of \$54,216.00 (\$6,777.00 per ship). Accordingly, MSC funding in the amount of \$6,777.00 is herein incorporated into each of the following CLINs as follows:

<u>PR#</u>	<u>DESCRIPTION</u>	<u>CLIN</u>	<u>AMOUNT</u>
N000333146P3L8	SODERMAN FP RADIOS	0002	\$6,777.00
N000333146P3L3	DAHL FP RADIOS	0004	\$6,777.00
N000333146P3L5	CHARLTON FP RADIOS	0006	\$6,777.00
N000333146P3L4	RED CLOUD FP RADIOS	0008	\$6,777.00
N000333146P3L7	POMEROY FP RADIOS	0010	\$6,777.00
N000333146P3L2	SISLER FP RADIOS	0012	\$6,777.00
N000333146P3L1	WATSON FP RADIOS	0014	\$6,777.00
N000333146P3L6	WATKINS FP RADIOS	0016	\$6,777.00

4. Funding in the amount of \$7,000.00 is hereby incorporated into CLIN 0014 in anticipation of additional funds required for medical supplies aboard the USNS WATSON. Purchase Request N000333163P3L1 applies.

5. Reference is made to MSC letter Ser PM3/LMSR03-0227 dated 20 June 2003 which authorized the purchase of Wartsila Shaft Seals for the USNS RED CLOUD's upcoming emergency dry docking. Accordingly, MSC funding in the amount of \$250,000.00 is incorporated into CLIN 0008 to afford this expense and other anticipated maintenance expenses. Purchase Request N000333171P3201 applies.

6. Reference is made to MSC letter Ser PM3/LMSR03-0250 dated 14 July 2003 which authorized the purchase of exercise equipment for the USNS DAHL in the amount not to exceed \$6,799.00. Accordingly, MSC funding in the amount of \$7,000.00 is incorporated into CLIN 0004 via Purchase Request N000333191P3201.

7. In accordance with the table below, funding in the amount of \$1,000,000.00 is hereby incorporated into CLIN 0002, CLIN 0004, CLIN 0006, CLIN 0008, CLIN 0010, CLIN 0012, and CLIN 0014 respectively for a total funding increase of \$7,000,000.00 in anticipation of additional funds required for port services.

<u>PR#</u>	<u>DESCRIPTION</u>	<u>CLIN</u>	<u>AMOUNT</u>
N000333190P327	SODERMAN PORT CHARGES	0002	\$1,000,000.00
N000333190P323	DAHL PORT CHARGES	0004	\$1,000,000.00
N000333190P325	CHARLTON PORT CHARGES	0006	\$1,000,000.00

N000333190P324	RED CLOUD PORT CHARGES	0008	\$1,000,000.00
N000333190P326	POMEROY PORT CHARGES	0010	\$1,000,000.00
N000333190P322	SISLER PORT CHARGES	0012	\$1,000,000.00
N000333190P321	WATSON PORT CHARGES	0014	\$1,000,000.00

#### 8. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$12,818,216.00 from \$247,197,897.08 to \$260,016,113.08.

9. Changes in Section B – As a result of this funding action, the CLIN values have been revised as follows:

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

##### CLIN 0002

The unit price amount has increased by \$1,006,777.00 from \$3,104,420.00 to \$4,111,197.00.  
The total cost of this line item has increased by \$1,006,777.00 from \$3,104,420.00 to \$4,111,197.00.

##### CLIN 0004

The unit price amount has increased by \$1,013,777.00 from \$9,398,443.00 to \$10,412,220.00.  
The total cost of this line item has increased by \$1,013,777.00 from \$9,398,443.00 to \$10,412,220.00.

##### CLIN 0006

The unit price amount has increased by \$1,006,777.00 from \$2,291,629.00 to \$3,298,406.00.  
The total cost of this line item has increased by \$1,006,777.00 from \$2,291,629.00 to \$3,298,406.00.

##### CLIN 0008

The unit price amount has increased by \$1,256,777.00 from \$2,154,485.00 to \$3,411,262.00.  
The total cost of this line item has increased by \$1,256,777.00 from \$2,154,485.00 to \$3,411,262.00.

##### CLIN 0010

The unit price amount has increased by \$1,006,777.00 from \$2,272,058.00 to \$3,278,835.00.  
The total cost of this line item has increased by \$1,006,777.00 from \$2,272,058.00 to \$3,278,835.00.

##### CLIN 0012

The unit price amount has increased by \$1,006,777.00 from \$2,327,228.00 to \$3,334,005.00.  
The total cost of this line item has increased by \$1,006,777.00 from \$2,327,228.00 to \$3,334,005.00.

##### CLIN 0014

The unit price amount has increased by \$6,513,777.00 from \$2,691,172.00 to \$9,204,949.00.  
The total cost of this line item has increased by \$6,513,777.00 from \$2,691,172.00 to \$9,204,949.00.

##### CLIN 0016

The unit price amount has increased by \$6,777.00 from \$2,436,208.00 to \$2,442,985.00.  
The total cost of this line item has increased by \$6,777.00 from \$2,436,208.00 to \$2,442,985.00.

The following has been modified:

#### CLIN DATA/EXPEND TYPE TABLE

**SECTION B – SUPPLIES /SERVICES AND PRICES****FUNDING INFORMATION ONLY**

(To be completed by the Government after contract award)

		<b>Exp</b>		
<b>CLIN</b>	<b>0001</b>	<b>Type</b>	<b>USNS SODERMAN FIXED PER DIEM</b>	<b><u>\$5,621,700.00</u></b>
	0001AA	25213	FOS	<u>See Rate Schedule</u>
	0001AB	25213	RAV	<u>See Rate Schedule</u>
	0001AC	25213	ROS-4	<u>See Rate Schedule</u>
	0001AD	25213	PDO INCIDENT	<u>See Rate Schedule</u>
<b>CLIN</b>	<b>0002</b>		<b>USNS SODERMAN REIMBURSABLE COST</b>	<b><u>\$4,111,197.00</u></b>
	0002AA-0002BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>
		<b>Exp</b>		
<b>CLIN</b>	<b>0003</b>	<b>Type</b>	<b>USNS DAHL FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
	0003AA	25213	FOS	<u>See Rate Schedule</u>
	0003AB	25213	RAV	<u>See Rate Schedule</u>
	0003AC	25213	ROS-4	<u>See Rate Schedule</u>
<b>CLIN</b>	<b>0004</b>		<b>USNS DAHL REIMBURSABLE COST</b>	<b><u>\$10,412,220.00</u></b>
	0004AA-0004BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>
		<b>Exp</b>		
<b>CLIN</b>	<b>0005</b>	<b>Type</b>	<b>USNS CHARLTON FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
	0005AA	25213	FOS	<u>See Rate Schedule</u>
	0005AB	25213	RAV	<u>See Rate Schedule</u>
	0005AC	25213	ROS-4	<u>See Rate Schedule</u>
<b>CLIN</b>	<b>0006</b>		<b>USNS CHARLTON REIMBURSABLE COST</b>	<b><u>\$3,298,406.00</u></b>
	0006AA-0006BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>
		<b>Exp</b>		
<b>CLIN</b>	<b>0007</b>	<b>Type</b>	<b>RED CLOUD FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
	0007AA	25213	FOS	<u>See Rate Schedule</u>
	0007AB	25213	RAV	<u>See Rate Schedule</u>
	0007AC	25213	ROS-4	<u>See Rate Schedule</u>
<b>CLIN</b>	<b>0008</b>		<b>USNS RED CLOUD REIMBURSABLE COST</b>	<b><u>\$3,411,262.00</u></b>
	0008AA-0008BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>
		<b>Exp</b>		
<b>CLIN</b>	<b>0009</b>	<b>Type</b>	<b>USNS POMEROY FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
	0009AA	25213	FOS	<u>See Rate Schedule</u>
	0009AB	25213	RAV	<u>See Rate Schedule</u>



0009AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0010</b>	<b>USNS POMEROY REIMBURSABLE COST</b>			<b><u>\$3,278,835.00</u></b>
0010AA-0010BD	Reimbursable Expenses		<u>See Table of Expenditure Types</u>	
<b>CLIN 0011</b>	<b>Exp Type</b>	<b>USNS SISLER FIXED PER DIEM</b>		<b><u>\$5,391,700.00</u></b>
0011AA	25213	FOS	<u>See Rate Schedule</u>	
0011AB	25213	RAV	<u>See Rate Schedule</u>	
0011AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0012</b>	<b>USNS SISLER REIMBURSABLE COST</b>			<b><u>\$3,334,005.00</u></b>
0012AA-0012BD	Reimbursable Expenses		<u>See Table of Expenditure Types</u>	
<b>CLIN 0013</b>	<b>Exp Type</b>	<b>USNS WATSON FIXED PER DIEM</b>		<b><u>\$5,391,700.00</u></b>
0013AA	25213	FOS	<u>See Rate Schedule</u>	
0013AB	25213	RAV	<u>See Rate Schedule</u>	
0013AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0014</b>	<b>USNS WATSON REIMBURSABLE COST</b>			<b><u>\$9,204,949.00</u></b>
0014AA-0014BD	Reimbursable Expenses		<u>See Table of Expenditure Types</u>	
<b>CLIN 0015</b>	<b>Exp Type</b>	<b>USNS WATKINS FIXED PER DIEM</b>		<b><u>\$5,391,700.00</u></b>
0015AA	25213	FOS	<u>See Rate Schedule</u>	
0015AB	25213	RAV	<u>See Rate Schedule</u>	
0015AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>CLIN 0016</b>	<b>USNS WATKINS REIMBURSABLE COST</b>			<b><u>\$2,442,985.00</u></b>
0016AA-0016BD	Reimbursable Expenses		<u>See Table of Expenditure Types</u>	
<b>CLIN 0017</b>	<b>SPOT FUEL PURCHASES</b>			<b><u>\$776,160.00</u></b>
0017AA	10003	MGO		
0017AB	10002	Propulsion Fuel -- DFM		

## 10. SECTION G - CONTRACT ADMINISTRATION DATA

## Accounting and Appropriation

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$12,818,216.00 from \$70,815,403.00 to \$83,633,619.00.

## CLIN 0002:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$1,006,777.00 from \$3,104,420.00 to \$4,111,197.00

## CLIN 0004:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$1,013,777.00 from \$9,398,443.00 to \$10,412,220.00

## CLIN 0006:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$1,006,777.00 from \$2,291,629.00 to \$3,298,406.00

## CLIN 0008:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$1,256,777.00 from \$2,154,485.00 to \$3,411,262.00

## CLIN 0010:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$1,006,777.00 from \$2,272,058.00 to \$3,278,835.00

## CLIN 0012:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$1,006,777.00 from \$2,327,228.00 to \$3,334,005.00

## CLIN 0014:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$6,513,777.00 from \$2,691,172.00 to \$9,204,949.00

## CLIN 0016:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$6,777.00 from \$2,436,208.00 to \$2,442,985.00

## 11. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Change in Section J -- Attachment I, Invoice Requirements/Report of Expenditures


Purchase order number N0003302C3201FUEL is changed to N0003302C3201FLWAK01.

**ATTACHMENT I****INVOICE REQUIREMENTS/REPORT OF EXPENDITURES****PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201**

<b>SHIP</b>	<b>PER DIEM POs</b>	<b>REIMBUSABLE POs</b>
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHDPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE
USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

<b>DESCRIPTION</b>	<b>PO NUMBER</b>
FUEL PURCHASES	N0003302C3201FLWAK01

12. All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   27</div>	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 22-Jul-2003		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		CODE N00033		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MAERSK LINE LTD  120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00033-02-C-3201			
				X 10B. DATED (SEE ITEM 13) 19-Sep-2002			
CODE 4X163		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE ATTACHED.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEN ALLEN / CONTRACTING OFFICER TEL: (202) 685-5531 EMAIL: kenneth.allen@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 26-Aug-2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

A. The purpose of this modification is to make a no-cost change to Section C-3.3.1, to add funding to CLINs 0002, 0004, 0006, 0008, 0010, 0012, 0014, and 0016 for various repairs and services, and to create CLIN 0018, incorporating funding for a commercial fuel purchase for the USNS WATSON. These actions are as outlined below.

**1. SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$17,925,600.00 from \$260,016,113.08 to \$277,941,713.08.

**2. SECTION B - SUPPLIES OR SERVICES AND PRICES**

a. Reference is made to MSC letter Ser PM3/LMSR03-0252 dated 16 July 2003, which provided authorization for repair service to the gas turbine blading of the USNS WATKINS at a total expense of \$323,932.00. Accordingly, Purchase Request N000333195P3201 incorporates MSC funding under CLIN 0016 in the amount of \$300,000.00 to supplement existing funding available for this expense.

b. Reference is made to MSC letter Ser PM3/LMSR03-0225A dated 26 June 2003 which provided authorization for the USNS WATKINS' dry docking and mission readiness availability (MRA) at a not to exceed price of \$1,278,482.50 AUD (approximately \$848,899.60 USD). Accordingly, Purchase Request N000333176P3209 incorporates MSC funding under CLIN 0016 in the amount of \$1,000,000.00 to fund this expense and other anticipated maintenance expenses.

c. Reference is made to MSC letter Ser PM3/LMSR03-0258 dated 18 July 2003, which provided authorization for the USNS POMEROY's MRA at a not to exceed price of \$1,082,359.10 AUD (approximately \$732,627.23 USD). Accordingly, Purchase Request N000333196P3201 incorporates MSC funding in the amount of \$1,000,000.00 under CLIN 0010 to fund this expense and other anticipated maintenance expenses.

d. Reference is made to MSC letter Ser PM3/LMSR03-0275 dated 30 July 2003, which provided authorization for the USNS SISLER's MRA at a not to exceed price of \$1,764,732.00. Accordingly, Purchase Request N000333209P3203 incorporates MSC funding in the amount of \$2,000,000.00 under CLIN 0012 to fund this expense and other anticipated maintenance expenses.

e. Reference is made to MSC letter Ser PM3/LMSR03-0279 dated 01 August 2003, which provided authorization for the two-ship award of the USNS RED CLOUD's emergent dry docking and the USNS CHARLTON's regular overhaul and dry docking. Authorization for the USNS RED CLOUD is not to exceed \$2,240,828.00 and for the USNS CHARLTON is not to exceed \$4,846,012.00, for a total not to exceed \$7,086,840.00 for the two-ship package. Accordingly, Purchase Request N000333209P3201 incorporates MSC funding in the amount of

\$2,500,000.00 under CLIN 0008 to fund the USNS RED CLOUD dry docking and other anticipated maintenance expenses. Purchase Request N000333209P3202 incorporates MSC funding in the amount of \$6,500,000.00 into CLIN 0006 to fund the USNS CHARLTON overhaul and dry docking and other anticipated maintenance expenses.

f. Funding in the amount of \$300,000.00 and \$250,000.00 is hereby incorporated into CLIN 0014 in anticipation of additional funds required for maintenance and repair and crew overtime, respectively, aboard the USNS WATSON. Purchase Request N000333191P3202 applies for a total increase of \$550,000.00.

g. Funding in the amount of \$1,000,000.00 is hereby incorporated into CLIN 0016 in anticipation of additional funds required for port services for the USNS WATKINS. Purchase Request N000333190P328 applies.

h. In accordance with the table below, funding in the amount of \$85,000.00 is hereby incorporated into CLIN 0002, CLIN 0004, CLIN 0006, CLIN 0008, CLIN 0010, CLIN 0012, CLIN 0014, and CLIN 0016 respectively for a total funding increase of \$680,000.00 in anticipation of additional funds required for security teams onboard the eight ships.

PR#	DESCRIPTION	CLIN	AMOUNT
N000333197P327	SODERMAN SECURITY TEAMS	0002	\$85,000.00
N000333197P323	DAHL SECURITY TEAMS	0004	\$85,000.00
N000333197P325	CHARLTON SECURITY TEAMS	0006	\$85,000.00
N000333197P324	RED CLOUD SECURITY TEAMS	0008	\$85,000.00
N000333197P326	POMEROY SECURITY TEAMS	0010	\$85,000.00
N000333197P322	SISLER SECURITY TEAMS	0012	\$85,000.00
N000333197P321	WATSON SECURITY TEAMS	0014	\$85,000.00
N000333197P328	WATKINS SECURITY TEAMS	0016	\$85,000.00

i. In anticipation of TRANSALT LMSR 022 for the USNS SODERMAN, USNS DAHL, USNS CHARLTON, USNS RED CLOUD, USNS POMEROY, USNS SISLER, USNS WATSON, and USNS WATKINS under contract N00033-02-C-3201, the total amount of \$999,400.00 (see table below for amount per ship) is incorporated into the contract. **This does not give Maersk Line, Limited authorization to proceed with the aforementioned TRANSALT.** Accordingly, MSC funding in the total amount of \$999,400.00 is herein incorporated into the contract as follows:

PR#	DESCRIPTION	CLIN	AMOUNT
N000333177P3201	SODERMAN MCCS UPGRADE	0002	\$29,400.00
N000333176P3203	DAHL MCCS UPGRADE	0004	\$138,572.00
N000333176P3205	CHARLTON MCCS UPGRADE	0006	\$138,571.00
N000333176P3204	RED CLOUD MCCS UPGRADE	0008	\$138,571.00
N000333176P3207	POMEROY MCCS UPGRADE	0010	\$138,571.00
N000333176P3202	SISLER MCCS UPGRADE	0012	\$138,572.00
N000333176P3201	WATSON MCCS UPGRADE	0014	\$138,572.00

N000333176P3206    WATKINS MCCS UPGRADE    0016    \$138,571.00

j. Reference is made to MSC letter Ser PM3/LMSR03-0286 dated 07 August 2003, which authorized the purchase of Marine Gas Oil in the amount of \$1,396,200.00. Accordingly, CLIN 0018 is created and Purchase Request N000333218P322 incorporates MSC funding in the amount of \$1,396,200.00 to fund this expense. For invoicing purposes, Purchase Order No. N0003302C3201FLWAT01 and Expenditure Type 10003 apply (See also changes to Section J Attachment I).

k. As a result of these funding actions, the CLIN values have been revised as follows:

CLIN 0002

The unit price amount has increased by \$114,400.00 from \$4,111,197.00 to \$4,225,597.00.  
The total cost of this line item has increased by \$114,400.00 from \$4,111,197.00 to \$4,225,597.00.

CLIN 0004

The unit price amount has increased by \$223,572.00 from \$10,412,220.00 to \$10,635,792.00.  
The total cost of this line item has increased by \$223,572.00 from \$10,412,220.00 to \$10,635,792.00.

CLIN 0006

The unit price amount has increased by \$6,723,571.00 from \$3,298,406.00 to \$10,021,977.00.  
The total cost of this line item has increased by \$6,723,571.00 from \$3,298,406.00 to \$10,021,977.00.

CLIN 0008

The unit price amount has increased by \$2,723,571.00 from \$3,411,262.00 to \$6,134,833.00.  
The total cost of this line item has increased by \$2,723,571.00 from \$3,411,262.00 to \$6,134,833.00.

CLIN 0010

The unit price amount has increased by \$1,223,571.00 from \$3,278,835.00 to \$4,502,406.00.  
The total cost of this line item has increased by \$1,223,571.00 from \$3,278,835.00 to \$4,502,406.00.

CLIN 0012

The unit price amount has increased by \$2,223,572.00 from \$3,334,005.00 to \$5,557,577.00.  
The total cost of this line item has increased by \$2,223,572.00 from \$3,334,005.00 to \$5,557,577.00.

CLIN 0014

The unit price amount has increased by \$773,572.00 from \$9,204,949.00 to \$9,978,521.00.  
The total cost of this line item has increased by \$773,572.00 from \$9,204,949.00 to \$9,978,521.00.

CLIN 0016

The unit price amount has increased by \$2,523,571.00 from \$2,442,985.00 to \$4,966,556.00.  
 The total cost of this line item has increased by \$2,523,571.00 from \$2,442,985.00 to \$4,966,556.00.

1. The following has been modified:

CLIN DATA/EXPEND TYPE TABLE

**SECTION B – SUPPLIES /SERVICES AND PRICES**

**FUNDING INFORMATION ONLY**

(To be completed by the Government after contract award)

		<b>Exp</b>		
<b>CLIN</b>	<b>Type</b>			
<b>0001</b>			<b>USNS SODERMAN FIXED PER DIEM</b>	<b><u>\$5,621,700.00</u></b>
0001AA	25213	FOS	<u>See Rate Schedule</u>	
0001AB	25213	RAV	<u>See Rate Schedule</u>	
0001AC	25213	ROS-4	<u>See Rate Schedule</u>	
0001AD	25213	PDO INCIDENT	<u>See Rate Schedule</u>	
<b>0002</b>			<b>USNS SODERMAN REIMBURSABLE COST</b>	<b><u>\$4,225,597.00</u></b>
0002AA-0002BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
		<b>Exp</b>		
<b>0003</b>	<b>Type</b>		<b>USNS DAHL FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
0003AA	25213	FOS	<u>See Rate Schedule</u>	
0003AB	25213	RAV	<u>See Rate Schedule</u>	
0003AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>0004</b>			<b>USNS DAHL REIMBURSABLE COST</b>	<b><u>\$10,635,792.00</u></b>
0004AA-0004BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
		<b>Exp</b>		
<b>0005</b>	<b>Type</b>		<b>USNS CHARLTON FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
0005AA	25213	FOS	<u>See Rate Schedule</u>	
0005AB	25213	RAV	<u>See Rate Schedule</u>	
0005AC	25213	ROS-4	<u>See Rate Schedule</u>	
<b>0006</b>			<b>USNS CHARLTON REIMBURSABLE COST</b>	<b><u>\$10,021,977.00</u></b>
0006AA-0006BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>	
		<b>Exp</b>		
<b>0007</b>	<b>Type</b>		<b>RED CLOUD FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
0007AA	25213	FOS	<u>See Rate Schedule</u>	
0007AB	25213	RAV	<u>See Rate Schedule</u>	



0007AC 25213 ROS-4 See Rate Schedule

**CLIN 0008 USNS RED CLOUD REIMBURSABLE COST \$6,134,833.00**

0008AA-0008BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0009 <sup>Exp</sup>  
Type USNS POMEROY FIXED PER DIEM \$5,391,700.00**

0009AA 25213 FOS See Rate Schedule

0009AB 25213 RAV See Rate Schedule

0009AC 25213 ROS-4 See Rate Schedule

**CLIN 0010 USNS POMEROY REIMBURSABLE COST \$4,502,406.00**

0010AA-0010BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0011 <sup>Exp</sup>  
Type USNS SISLER FIXED PER DIEM \$5,391,700.00**

0011AA 25213 FOS See Rate Schedule

0011AB 25213 RAV See Rate Schedule

0011AC 25213 ROS-4 See Rate Schedule

**CLIN 0012 USNS SISLER REIMBURSABLE COST \$5,557,577.00**

0012AA-0012BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0013 <sup>Exp</sup>  
Type USNS WATSON FIXED PER DIEM \$5,391,700.00**

0013AA 25213 FOS See Rate Schedule

0013AB 25213 RAV See Rate Schedule

0013AC 25213 ROS-4 See Rate Schedule

**CLIN 0014 USNS WATSON REIMBURSABLE COST \$9,978,521.00**

0014AA-0014BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0015 <sup>Exp</sup>  
Type USNS WATKINS FIXED PER DIEM \$5,391,700.00**

0015AA 25213 FOS See Rate Schedule

0015AB 25213 RAV See Rate Schedule

0015AC 25213 ROS-4 See Rate Schedule

**CLIN 0016 USNS WATKINS REIMBURSABLE COST \$4,966,556.00**

0016AA-0016BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0017 WATKINS FUEL PURCHASE \$776,160.00**

0017AA 10003 MGO  
0017AB 10002 Propulsion Fuel -- DFM

**CLIN 0018 WATSON FUEL PURCHASE**

**\$1,396,200.00**

0017AA 10003 MGO  
0017AB 10002 Propulsion Fuel -- DFM

**3. SECTION C - DESCRIPTIONS AND SPECIFICATIONS**

The following has been modified:

C-3 CONTRACTOR FURNISHED ITEMS: Section C-3.3.1 Consumable Supplies is changed to read as follows:

3.3.1 Consumable Supplies. The Contractor will provide any consumable supplies required to operate the ship at its own expense. The Government does not warrant or guarantee that consumable supplies will be delivered with the vessel. Any consumables onboard ship at delivery will be for the Contractor's unlimited use and not subject to reimbursement to the Government. A representative list of consumable supplies is found in Section 7.4 of the Technical Manual. The Contractor may procure consumables from commercial sources or the Navy Supply System. When ordering from the Navy Supply System, the Contractor will use the cash sales fund code "XP" and bill all requisitions to the MLL cash sales DODAAC (Q99872) using signal code "B". DD Form 1348, DD Form 1149, MILSTRIP Requisition or Naval Message may be used to order consumables as dictated by the nature of the item and the requirements of the ordering activity. Precise guidance regarding requisitioning procedures may be obtained by contacting the Customer Service office of the issuing Navy Supply activity. When ordering from a Combat Logistics Force (CLF) ship, guidance may be found in NAVSUP 4998, 'Consolidated Afloat Requisitioning Guide Overseas (CARGO)'. Procurement of consumables from Navy sources, is to be handled as a "Cash Sale" transaction, and will be billed to the Contractor at standard price plus an accessorial and administrative charge of 10.5%. Removal of consumables purchased by the Contractor and onboard the ship at termination of the contract is the responsibility of the Contractor. Upon redelivery, the Contractor shall be responsible for removing all consumables from the ship at its expense.

**4. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$17,925,600.00 from \$83,633,619.00 to \$101,559,219.00.

CLIN 0002: AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$114,400.00 from \$4,111,197.00 to \$4,225,597.00

CLIN 0004: AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$223,572.00 from \$10,412,220.00 to \$10,635,792.00

CLIN 0006: AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$6,723,571.00 from \$3,298,406.00 to \$10,021,977.00

CLIN 0008: AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$2,723,571.00 from \$3,411,262.00 to \$6,134,833.00

CLIN 0010: AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$1,223,571.00 from \$3,278,835.00 to \$4,502,406.00

CLIN 0012: AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$2,223,572.00 from \$3,334,005.00 to \$5,557,577.00

CLIN 0014: AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$773,572.00 from \$9,204,949.00 to \$9,978,521.00

CLIN 0016: AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$2,523,571.00 from \$2,442,985.00 to \$4,966,556.00

CLIN 0018:

Funding on CLIN 0018 is initiated as follows:

ACRN: AC

Acctng Data: 97 X 4930 ND2A 000 0 000033 2F000000000000000000

Increase: \$1,396,200.00

Total: \$1,396,200.00

## 5. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

### ATTACH I-INVOICE REQUIREMENTS

#### **ATTACHMENT I**

### INVOICE REQUIREMENTS/REPORT OF EXPENDITURES

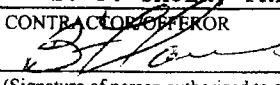
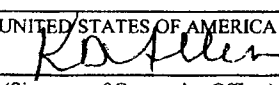
### **PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201**

<b>SHIP</b>	<b>PER DIEM POs</b>	<b>REIMBUSABLE POs</b>
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHDPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE

USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

DESCRIPTION	PO NUMBER
WATKINS FUEL PURCHASE	N0003302C3201FLWAK01
WATSON FUEL PURCHASE	N0003302C3201FLWAT01

**B.** All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   20</b>		
2. AMENDMENT/MODIFICATION NO. <b>P00010</b>		3. EFFECTIVE DATE <b>06-Nov-2003</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>		5. PROJECT NO.(If applicable)	
6. ISSUED BY <b>MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540</b>		CODE <b>N00033</b>		7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>MARCO LINE LTD  120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>N00033-02-C-3201</b>			
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>19-Sep-2002</b>			
CODE <b>4X163</b>				FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>2</b> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>SEE ATTACHED.</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) <b>B. F. SAUER, PRESIDENT</b>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:			
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED <b>17 NOV 03</b>		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE  
SUMMARY OF CHANGES

A. The purpose of this modification is to make no-cost changes to Section C-1.6.1.1 and Section C-1.6.2.3, to incorporate Attachment H, Award Fee Plan, into Section J of the contract, and to correct a funding error in Section B and Section C. These actions are as outlined below.

**1. SECTION B - SUPPLIES OR SERVICES AND PRICES**

a. Due to a funding error in P00009, funding in the amount of \$1,100,000.00 is deducted from CLIN 0006 and incorporated into CLIN 0008. The total cost of this contract remains unchanged at \$289,167,713.08. As a result of these funding corrections, the CLIN values have been revised as follows:

CLIN 0006

The unit price amount has decreased by \$1,100,000.00 from \$13,647,977.00 to \$12,547,977.00.

The total cost of this line item has decreased by \$1,100,000.00 from \$13,647,977.00 to \$12,547,977.00.

CLIN 0008

The unit price amount has increased by \$1,100,000.00 from \$7,134,833.00 to \$8,234,833.00.

The total cost of this line item has increased by \$1,100,000.00 from \$7,134,833.00 to \$8,234,833.00.

**2. SECTION C - DESCRIPTIONS AND SPECIFICATIONS**

The following has been modified: C-1 GENERAL. Changes to Section C-1.6.1.1 and to Section C-1.6.2.3 are indicated in red italics below.

**1.6 Personnel**

1.6.1.1 **Submission of Resumes**. The Contractor shall submit to the Contracting Officer current resumes with clearly defined experience summaries for all shoreside port-engineers, shoreside port-captains, and the property administrator within the management structure of the Contractor's staff prior to their employment in support of this contract. The Contracting Officer will review all resumes submitted by the Contractor and will approve or disapprove the employment of each individual. If the Government has any reason to be dissatisfied with the qualifications, conduct or performance of any shoreside person employed by the Contractor, the Contracting Officer will provide particulars to the Contractor who shall promptly investigate and take appropriate corrective action up to and including dismissal of the employee. *If the Government's dissatisfaction with any of the personnel requiring approval rises to a level that it considers grounds for removal of that employee, the Government may revoke that employee's approval and the Contractor must remove the employee from service under this contract.*

1.6.2.3 **Key Shipboard Personnel**. The Contractor shall forward current resumes, USCG licenses and include training, medical and qualification records of each prospective Master, Chief Mate, Chief Engineer, First Assistant Engineer, and Medical Representative to the Contracting Officer for approval prior to their actual assignment to a ship. The Contracting Officer may reject such personnel for assignment. Should the Government have any reason to be dissatisfied with the conduct or performance of any shipboard personnel employed by the Contractor, the Contracting Officer will provide particulars to the Contractor. The Contractor will promptly investigate the matter and take the appropriate corrective action up to and including dismissal of the employee, and notify the Contracting Officer of action taken. *If the Government's dissatisfaction with any of the personnel requiring key billet approval rises to a level that it considers grounds for removal of that employee, the Government may revoke that employee's approval and the Contractor must remove the employee from service under this contract.*

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

- a. As a result of this modification, the total funded amount for this contract remains unchanged at \$112,785,219.00.

CLIN 0006:

AA: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000 was decreased by \$1,100,000.00 from \$13,647,977.00 to \$12,547,977.00

CLIN 0008:

AA: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000 was increased by \$1,100,000.00 from \$7,134,833.00 to \$8,234,833.00

#### 4. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been incorporated: ATTACH H-AWARD FEE PLAN.

**MAERSK LINE LIMITED**  
**DETERMINATION OF AWARD FEE**  
**LMSR N00033-02-C-3201**

A. **Purpose**

- (a) The purpose of this Award Fee contract is to:
- (1) Establish a close working relationship between Military Sealift Command (MSC) and the Contractor;
  - (2) To insure that both MSC and the Contractor personnel are intimately familiar with each other's efforts, programs, problems, and requirements; and
  - (3) To encourage and reward superior quality performance, to include
    - (i) Ship smartness
    - (ii) Mission readiness and
    - (iii) Management of budgeted M&R costs
    - (iv) Management of other budgeted reimbursable costs
    - (v) Administration
    - (vi) Customer service
    - (vii) Management of required training
- (b) An award fee will be determined annually. The annual rating period for the award fee determination will be from 05 August through 04 August of each contract year. The methodology for determination of award fee is contained herein.

B. **The maximum award fee possible is \$250,000 per year/per vessel**

C. **Award Fee Determining Official**

The Award Fee Determining Official (AFDO), R. Ross Camardella (PM3), shall examine the recommendations of the Performance Evaluation Board (PEB) to determine final technical and management award fee. The areas, identified in Section A (a)(3) above, will be evaluated to determine the Contractor's performance annually. Each area will be evaluated by Government personnel with knowledge of the Contractor's performance in that area. These evaluations will be forwarded to the Performance Evaluation Board (PEB).

D. **Performance Evaluation Board**

The AFDO shall appoint a PEB consisting of members who have cognizance over the contract. It shall be the purpose of the Board to review contractor performance evaluation reports, to make independent investigations as deemed necessary, and to make recommendations to the AFDO concerning evaluation grades, the amount of award fee earned and recommended for payment, and the nature, quality and extent of documentation to be furnished the Contractor concerning his performance. In determining its award recommendation, the PEB will also consider the Contractor's formal briefing and self-assessment of its performance during the evaluation period. Changes to the membership of the PEB may be made at the discretion of the AFDO.

**E. Evaluation Procedures**

The following procedures will be used in determining the award fee:

- (a) Following the end of the evaluation period, the PEB shall convene and prepare a written, annual performance evaluation considering the following information:
  - (1) Individual Evaluations received by the PEB.
  - (2) The Contractor shall present a formal briefing on their efforts during the period under evaluation to the PEB following the end of the evaluation period. This may be done on the Contractor's initiative or at the request of the Contracting Officer (the PCO). MSC will designate a location for the briefing. The Contractor's presentation should include a detailed account of the Contractor's efforts, accomplishments, problems, and recommendations regarding the following:
    - (i) Status of each ship's condition;
    - (ii) Overview of mission readiness (e.g. a summary of vessel operations);
    - (iii) Status of reimbursable budgets including a summary of budgeted amounts compared with actual costs, and
    - (iv) Cost avoidance methodology and accomplishments
    - (v) Any other data that the Contractor considers appropriate.

The Contractor must provide one (1) advance, written copy of its presentation to the PCO at least five (5) working days prior to the presentation, and a minimum of four (4) copies to the PCO at the time of the presentation.

- (3) DCAA audit report on expenditures.
  - (i) Evaluations will include DCAA's most recent audit reports for budgeted reimbursables. The Government reserves the right, after the DCAA audit and before the evaluation period ends, to spot check any discrepancies found while DCAA conducted its audit, to ensure corrective action, if any, has been made.
- (b) After receipt of the evaluation reports, audits and the Contractor briefing, the PCO shall provide the Contractor written notification of his performance evaluation.
- (c) Next, the Contractor shall provide written response to the AFDO, with a copy to the PCO, indicating concurrence or non-concurrence with the performance evaluation. If the contractor does not concur, he should indicate any exception thereto. The contractor may furnish a written description of his performance during the period under consideration. This description shall clearly identify specific evaluation categories, factors, and elements, and include a self-assessment of his performance.



- (i) Following receipt of the Contractor's response, the AFDO shall provide the PCO with a final performance evaluation and determination of award fee.
- (d) Finally, after receipt of the AFDO's determination of award fee, the Contracting Officer shall issue a unilateral contract modification to provide for the earned award fee.
- (e) Determinations of the AFDO with respect to the amount of award fee are final and shall not constitute a dispute within the meaning of the clause of this contract entitled, "DISPUTES."
- (f) It is recognized that the Contractor will share a portion of the award fee with seagoing employees.

**F. Award Fee Calculation**

The maximum award fee for work performed under the period-of-performance of this contract is \$250,000 per year per ship. The Government shall make payment of all or a portion of the maximum award fee annually based upon the performance evaluation percentage score (P) assigned by the AFDO in accordance with the award fee determination plan. Calculations are shown below:

$$P \times \$250,000 = TF$$

P = Award Fee Evaluation Percentage Score Assigned

TF = Total Award Fee Earned for Award Fee Period

NOTE: The relative weights of all factors may also be taken into account.

**G. Performance Ratings**

The award fee to be paid for each period shall be determined by applying adjective ratings to both Technical and Management criteria evaluated by the PEB.

- (a) Superior Performance  
Scoring Range: No less than .9; no more than 1.0  
  
☐ Scores awarded in this category should be reserved for only that work which displays the highest levels of innovation, methodology, analysis, and comprehension.
- (b) Good Performance  
Scoring Range: No less than .8; no more than .89.
- (c) Satisfactory Performance  
Scoring Range: No less than .7; no more than .79.
- (d) Unsatisfactory Performance  
Scoring Range: .69 and below.

**H. Maximum Award Fee - Award Periods**

The Contractor may earn and be paid all, a portion, or none of an award fee. Payment of an award fee, if any, will be made annually. The determination of award fee amount will be based on the overall "grade" for the rating period.

The Contractor will ensure that it has a process in place to determine award fee eligibility and distribution to shipboard crew. Eligibility for the award is designed to reward good performance and program continuity. The process for award fee distribution to mariners aboard the LMSR ships will be managed by the Contractor.

**I. Evaluation Criteria**

The specific goals for each evaluated area is stated on the following page as a part of the proposed effort and standards of performance. Each evaluation area has been assigned a weight, which will be used to assess the overall evaluation rating.

In the area of the Contractor's operations management, the major areas, relative weights and evaluations in the table on the following pages shall apply.

J. **Non-waiver of Contract Clauses**

Nothing contained in this Award Fee Plan shall be construed to alter, modify, revise, or waive any of the provisions of the clause of this contract entitled, "Inspection of Services" or of any other clause or provisions hereof.


**EVALUATION AREAS**

<b><u>MAJOR AREAS</u></b>	<b><u>RELATIVE WEIGHT</u></b>	<b><u>EVALUATION ELEMENTS</u></b>
Ship Smartness	20%	The ability of the Contractor to maintain Smart Ship standards IAW COMSCINST 3120.16A, "Standards of Appearance," taking into consideration the vessel's operating environment.
Mission Readiness	30%	The ability of the vessel to maintain operational readiness in an efficient/effective manner. The ability of the Contractor's crew to complete required maintenance and repairs, correct casualty reports in a timely manner, make recommendations to improve crew and vessel performance, operate and maintain Shipboard Automated Maintenance Manual (SAMM) efficiently/effectively and meet all operational commitments. The technical expertise exhibited by the Contractor's crew and shore staff in carrying out the LMSR mission. The ability of the Contractor to follow contract requirements and implement its Quality System. The ability of the Contractor to effectively manage and operate the ships in an efficient manner such that non-budgeted reimbursables are aggressively controlled and mission readiness is met.
Management of Budgeted Maintenance & Repair Costs	10%	The ability of the Contractor to effectively manage costs associated with maintaining and repairing the vessel, manage spare part purchases, manage industrial assistance and exercise control over budgeted items. The ability of the Contractor to meet or spend less than the agreed to M&R Budget while keeping the vessel in a high state of readiness. The ability of the Contractor to effectively report expenditures and perform trend analysis of costs.
Management of other Budgeted Reimbursable Costs	10%	The ability of the Contractor to effectively manage costs associated with the Port Service and Crew Overtime reimbursable budgets. The ability of the Contractor to meet or spend less than the agreed to Overtime and Port Services Budgets. The ability of the Contractor to aggressively control and avoid costs by closely monitoring daily vessel costs and using cost-effective management practices. The ability of the Contractor to effectively report expenditures, measure results and perform trend analysis of costs.
Administration	10%	The ability of the Contractor to properly obtain approval for key billet positions and medical representatives. The ability of the Contractor to attain and maintain security clearances for the required individuals. The ability of the Contractor to comply with its Government approved Property Control System. The ability of the Contractor to consistently submit reports required in by the LMSR Technical Manual. The ability of the Contractor to properly administer subcontracted work.
Customer Service	15%	The efforts of the Contractor to maintain open communication with MSC representatives in order to propose and resolve issues associated with the performance of the contract. The ability of the Contractor to take expeditious action when requested by the Government.
Management of Required Training	5%	The ability of the Contractor to meet all training requirements for the LMSR crew and support personnel as set forth in the Contract. The ability of the Contractor to manage his personnel assets to ensure that he fully mans the ships with qualified, properly-trained personnel that meet the

contractual requirements as defined in the Training section of the Contract, while maintaining a continuous education pipeline, and ensuring stand-by, fully-qualified personnel are available. The ability of the Contractor to successfully coordinate the efforts of the training sources, the Unions, and the Government to ensure all contractual training requirements are assigned, met, and fulfilled in a timely, evenly flowing manner.

**B.** The parties hereby agree that the changes in terms and conditions of the contract set forth above provide the parties with the full and complete adjustment to which each is entitled for the changes set forth above. The parties hereby waive all rights, title, and interest, if any, to further adjustment for the aforesaid changes.

**C.** All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   72</div>	
2. AMENDMENT/MODIFICATION NO. P00011		3. EFFECTIVE DATE 02-Dec-2003		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		CODE N00033		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center;"><b>See Item 6</b></div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MAERSK LINE LTD  120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00033-02-C-3201			
				X 10B. DATED (SEE ITEM 13) 19-Sep-2002			
CODE 4X163		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE ATTACHED.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEN ALLEN / CONTRACTING OFFICER TEL: (202) 685-5531 EMAIL: kenneth.allen@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 03-Dec-2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**A.** The purpose of this modification is to incorporate funding for the FY04 Fixed Price Per Diem and FY04 Reimbursable Costs and create two new CLINs for each of eight (8) LMSR vessels under contract N00033-02-C-3201, to provide funding for synthetic mooring lines for the USNS RED CLOUD, and to document funding for specific funding actions previously approved by the Contracting Officer on the basis of approved SPS Purchase Requests. Appropriate changes to Section B and Section J, Attachment I are incorporated as a result of the new CLINs.

**1. SECTION B - SUPPLIES OR SERVICES AND PRICES**

- a. With the addition of FY04 funding, new CLINs 0019 through 0034 have been established. The CLIN structure is as follows:

**SECTION B – SUPPLIES /SERVICES AND PRICES****FUNDING INFORMATION ONLY**

(To be completed by the Government after contract award)

	<b>Exp</b>		
<b>CLIN 0001</b>	<b>Type</b>	<b>USNS SODERMAN FIXED PER DIEM</b>	<b><u>\$5,621,700.00</u></b>
0001AA	25213	FOS	<u>See Rate Schedule</u>
0001AB	25213	RAV	<u>See Rate Schedule</u>
0001AC	25213	ROS-4	<u>See Rate Schedule</u>
0001AD	25213	PDO INCIDENT	<u>See Rate Schedule</u>
<b>CLIN 0002</b>		<b>USNS SODERMAN REIMBURSABLE COST</b>	<b><u>\$5,225,597.00</u></b>
0002AA-0002BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>
<b>CLIN 0003</b>	<b>Exp</b>	<b>USNS DAHL FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
	<b>Type</b>		
0003AA	25213	FOS	<u>See Rate Schedule</u>
0003AB	25213	RAV	<u>See Rate Schedule</u>
0003AC	25213	ROS-4	<u>See Rate Schedule</u>
<b>CLIN 0004</b>		<b>USNS DAHL REIMBURSABLE COST</b>	<b><u>\$11,635,792.00</u></b>
0004AA-0004BD		Reimbursable Expenses	<u>See Table of Expenditure Types</u>
<b>CLIN 0005</b>	<b>Exp</b>	<b>USNS CHARLTON FIXED PER DIEM</b>	<b><u>\$5,391,700.00</u></b>
	<b>Type</b>		
0005AA	25213	FOS	<u>See Rate Schedule</u>
0005AB	25213	RAV	<u>See Rate Schedule</u>
0005AC	25213	ROS-4	<u>See Rate Schedule</u>
<b>CLIN 0006</b>		<b>USNS CHARLTON REIMBURSABLE COST</b>	<b><u>\$12,547,977.00</u></b>

0006AA-0006BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0007**      **Exp**  
**Type**      **RED CLOUD FIXED PER DIEM**      **\$5,391,700.00**

0007AA      25213 FOS      See Rate Schedule

0007AB      25213 RAV      See Rate Schedule

0007AC      25213 ROS-4      See Rate Schedule

**CLIN 0008**      **USNS RED CLOUD REIMBURSABLE COST**      **\$8,234,833.00**

0008AA-0008BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0009**      **Exp**  
**Type**      **USNS POMEROY FIXED PER DIEM**      **\$5,391,700.00**

0009AA      25213 FOS      See Rate Schedule

0009AB      25213 RAV      See Rate Schedule

0009AC      25213 ROS-4      See Rate Schedule

**CLIN 0010**      **USNS POMEROY REIMBURSABLE COST**      **\$5,802,406.00**

0010AA-0010BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0011**      **Exp**  
**Type**      **USNS SISLER FIXED PER DIEM**      **\$5,391,700.00**

0011AA      25213 FOS      See Rate Schedule

0011AB      25213 RAV      See Rate Schedule

0011AC      25213 ROS-4      See Rate Schedule

**CLIN 0012**      **USNS SISLER REIMBURSABLE COST**      **\$6,857,577.00**

0012AA-0012BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0013**      **Exp**  
**Type**      **USNS WATSON FIXED PER DIEM**      **\$5,391,700.00**

0013AA      25213 FOS      See Rate Schedule

0013AB      25213 RAV      See Rate Schedule

0013AC      25213 ROS-4      See Rate Schedule

**CLIN 0014**      **USNS WATSON REIMBURSABLE COST**      **\$10,978,521.00**

0014AA-0014BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0015**      **Exp**  
**Type**      **USNS WATKINS FIXED PER DIEM**      **\$5,391,700.00**

0015AA      25213 FOS      See Rate Schedule

0015AB      25213 RAV      See Rate Schedule

0015AC      25213 ROS-4      See Rate Schedule

**CLIN 0016 USNS WATKINS REIMBURSABLE COST \$5,966,556.00**

0016AA-0016BD Reimbursable Expenses See Table of Expenditure Types

**CLIN 0017 WATKINS FUEL PURCHASE \$776,160.00**

0017AA 10003 MGO  
0017AB 10002 Propulsion Fuel -- DFM

**CLIN 0018 WATSON FUEL PURCHASE \$1,396,200.00**

0018AA 10003 MGO  
0018AB 10002 Propulsion Fuel -- DFM

	<b>Exp</b>		
<b>CLIN 0019</b>	<b>Type</b>	<b>FY04 USNS SODERMAN FIXED PER DIEM</b>	<b><u>\$5,000,000.00</u></b>
0019AA	25213 FOS	<u>See Rate Schedule</u>	
0019AB	25213 RAV	<u>See Rate Schedule</u>	
0019AC	25213 ROS-4	<u>See Rate Schedule</u>	
0019AD	25213 PDO INCIDENT	<u>See Rate Schedule</u>	

**CLIN 0020 FY04 USNS SODERMAN REIMBURSABLE COST \$4,672,200.00**

0020AA-0020BD Reimbursable Expenses See Table of Expenditure Types

	<b>Exp</b>		
<b>CLIN 0021</b>	<b>Type</b>	<b>FY04 USNS DAHL FIXED PER DIEM</b>	<b><u>\$4,050,000.00</u></b>
0021AA	25213 FOS	<u>See Rate Schedule</u>	
0021AB	25213 RAV	<u>See Rate Schedule</u>	
0021AC	25213 ROS-4	<u>See Rate Schedule</u>	

**CLIN 0022 FY04 USNS DAHL REIMBURSABLE COST \$2,672,200.00**

0022AA-0004BD Reimbursable Expenses See Table of Expenditure Types

	<b>Exp</b>		
<b>CLIN 0023</b>	<b>Type</b>	<b>FY04 USNS CHARLTON FIXED PER DIEM</b>	<b><u>\$3,560,000.00</u></b>
0023AA	25213 FOS	<u>See Rate Schedule</u>	
0023AB	25213 RAV	<u>See Rate Schedule</u>	
0023AC	25213 ROS-4	<u>See Rate Schedule</u>	

**CLIN 0024 FY04 USNS CHARLTON REIMBURSABLE COST \$2,672,200.00**

0024AA-0006BD Reimbursable Expenses See Table of Expenditure Types

	<b>Exp</b>		
<b>CLIN 0025</b>	<b>Type</b>	<b>FY04 RED CLOUD FIXED PER DIEM</b>	<b><u>\$3,560,000.00</u></b>
0025AA	25213 FOS	<u>See Rate Schedule</u>	



0025AB	25213	RAV	<u>See Rate Schedule</u>
0025AC	25213	ROS-4	<u>See Rate Schedule</u>

**CLIN 0026    FY04 USNS RED CLOUD REIMBURSABLE COST    \$2,772,200.00**

0026AA-0026BD	Reimbursable Expenses	<u>See Table of Expenditure Types</u>
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<b>CLIN 0027</b>	<b>Exp Type</b>	<b>FY04 USNS POMEROY FIXED PER DIEM</b>	<b><u>\$3,560,000.00</u></b>
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0027AA	25213	FOS	<u>See Rate Schedule</u>
0027AB	25213	RAV	<u>See Rate Schedule</u>
0027AC	25213	ROS-4	<u>See Rate Schedule</u>

**CLIN 0028    FY04 USNS POMEROY REIMBURSABLE COST    \$2,882,200.00**

0028AA-0028BD	Reimbursable Expenses	<u>See Table of Expenditure Types</u>
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<b>CLIN 0029</b>	<b>Exp Type</b>	<b>FY04 USNS SISLER FIXED PER DIEM</b>	<b><u>\$3,320,000.00</u></b>
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0029AA	25213	FOS	<u>See Rate Schedule</u>
0029AB	25213	RAV	<u>See Rate Schedule</u>
0029AC	25213	ROS-4	<u>See Rate Schedule</u>

**CLIN 0030    FY04 USNS SISLER REIMBURSABLE COST    \$2,772,200.00**

0030AA-0030BD	Reimbursable Expenses	<u>See Table of Expenditure Types</u>
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<b>CLIN 0031</b>	<b>Exp Type</b>	<b>FY04 USNS WATSON FIXED PER DIEM</b>	<b><u>\$5,500,000.00</u></b>
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0031AA	25213	FOS	<u>See Rate Schedule</u>
0031AB	25213	RAV	<u>See Rate Schedule</u>
0031AC	25213	ROS-4	<u>See Rate Schedule</u>

**CLIN 0032    FY04 USNS WATSON REIMBURSABLE COST    \$2,772,200.00**

0032AA-0032BD	Reimbursable Expenses	<u>See Table of Expenditure Types</u>
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<b>CLIN 0033</b>	<b>Exp Type</b>	<b>USNS WATKINS FIXED PER DIEM</b>	<b><u>\$3,560,000.00</u></b>
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0033AA	25213	FOS	<u>See Rate Schedule</u>
0033AB	25213	RAV	<u>See Rate Schedule</u>
0033AC	25213	ROS-4	<u>See Rate Schedule</u>

**CLIN 0034    FY04 USNS WATKINS REIMBURSABLE COST    \$2,872,200.00**

0034AA-0034BD	Reimbursable Expenses	<u>See Table of Expenditure Types</u>
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b. The following Purchase Requests incorporate funding for FY04:

N000334330P3215	SODERMAN PER DIEM	CLIN 0019	\$5,000,000.00
N000334325P3201	SODERMAN REIMBURSABLES	CLIN 0020	\$4,672,200.00
N000334329P3208	DAHL PER DIEM	CLIN 0021	\$4,050,000.00
N000334329P3209	DAHL REIMBURSABLES	CLIN 0022	\$2,672,200.00
N000334330P3212	CHARLTON PER DIEM	CLIN 0023	\$3,560,000.00
N000334330P3213	CHARLTON REIMBURSABLES	CLIN 0024	\$2,672,200.00
N000334330P3210	RED CLOUD PER DIEM	CLIN 0025	\$3,560,000.00
N000334330P3211	RED CLOUD REIMBURSABLES	CLIN 0026	\$2,672,200.00
N000334336P3201	RED CLOUD ALTERATIONS	CLIN 0026	\$ 100,000.00
N000334330P3214	POMEROY PER DIEM	CLIN 0027	\$3,560,000.00
N000334329P3201	POMEROY REIMBURSABLES	CLIN 0028	\$2,882,200.00
N000334329P3204	SISLER PER DIEM	CLIN 0029	\$3,320,000.00
N000334329P3205	SISLER REIMBURSABLES	CLIN 0030	\$2,772,200.00
N000334329P3202	WATSON PER DIEM	CLIN 0031	\$5,500,000.00
N000334329P3203	WATSON REIMBURSABLES	CLIN 0032	\$2,772,200.00
N000334329P3206	WATKINS PER DIEM	CLIN 0033	\$3,560,000.00
N000334329P3207	WATKINS REIMBURSABLES	CLIN 0034	\$2,872,200.00

c. Reference is made to the following MSC letters that authorized Contracting Officer consent on the basis of three PRs listed above:

i. MSC letter Ser PM3/LMSR 03-0408 dated 21 November 2003 providing subcontract consent for the overhaul and topside maintenance work package for the USNS SODERMAN in the not-to-exceed amount of \$2,034,029.00. Purchase Request N000334325P3201 applies.

ii. MSC letter Ser PM3/LMSR 03-0409 dated 25 November 2003 providing consent to overhaul cargo vent fans onboard the USNS WATKINS for the not-to-exceed amount of \$165,960.00. Purchase Request N000334329P3207 applies.

iii. MSC letter Ser PM3/ LMSR04-0009 dated 03 December 2003 authorizing the purchase of synthetic mooring lines for the USNS RED CLOUD in a not-to-exceed amount of \$81,726.44. Purchase Request N000334336P3201 applies.

## 2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation  
Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$56,197,600.00 from \$112,785,219.00 to \$168,982,819.00.

CLIN 0019:

Funding on CLIN 0019 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$5,000,000.00

Total: \$5,000,000.00

CLIN 0020:

Funding on CLIN 0020 is initiated as follows:

ACRN: AD

Acctng Data: 97 X 4930 FD20 233 00033 0 000033 2F0000000000000000

Increase: \$50,000.00

Total: \$50,000.00

ACRN: AE

Acctng Data: 97 X 4930 FD20 260 00033 0 000033 2F0000000000000000

Increase: \$7,200.00

Total: \$7,200.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F0000000000000000

Increase: \$10,000.00

Total: \$10,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F0000000000000000

Increase: \$5,000.00

Total: \$5,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$650,000.00

Total: \$650,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$850,000.00

Total: \$850,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$100,000.00

Total: \$100,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$2,300,000.00

Total: \$2,300,000.00

CLIN 0021:

Funding on CLIN 0021 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$4,050,000.00

Total: \$4,050,000.00

CLIN 0022:

Funding on CLIN 0022 is initiated as follows:

ACRN: AD

Acctng Data: 97 X 4930 FD20 233 00033 0 000033 2F0000000000000000

Increase: \$50,000.00

Total: \$50,000.00

ACRN: AE

Acctng Data: 97 X 4930 FD20 260 00033 0 000033

Increase: \$7,200.00

Total: \$7,200.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F0000000000000000

Increase: \$10,000.00

Total: \$10,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F0000000000000000

Increase: \$5,000.00

Total: \$5,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$850,000.00

Total: \$850,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$100,000.00

Total: \$100,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$250,000.00

Total: \$250,000.00

CLIN 0023:

Funding on CLIN 0023 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$3,560,000.00

Total: \$3,560,000.00

## CLIN 0024:

Funding on CLIN 0024 is initiated as follows:

ACRN: AD

Acctng Data: 97 X 4930 FD20 233 00033 0 000033 2F0000000000000000

Increase: \$50,000.00

Total: \$50,000.00

ACRN: AE

Acctng Data: 97 X 4930 FD20 260 00033 0 000033 2F0000000000000000

Increase: \$7,200.00

Total: \$7,200.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F0000000000000000

Increase: \$10,000.00

Total: \$10,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F0000000000000000

Increase: \$5,000.00

Total: \$5,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$850,000.00

Total: \$850,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$100,000.00

Total: \$100,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$250,000.00

Total: \$250,000.00

## CLIN 0025:

Funding on CLIN 0025 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000

Increase: \$3,560,000.00

Total: \$3,560,000.00

CLIN 0026:

Funding on CLIN 0026 is initiated as follows:

ACRN: AD

Acctng Data: 97 X 4930 FD20 233 00033 0 000033 2F000000000000000000

Increase: \$50,000.00

Total: \$50,000.00

ACRN: AE

Acctng Data: 97 X 4930 FD20 260 00033 0 000033 2F000000000000000000

Increase: \$7,200.00

Total: \$7,200.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000

Increase: \$10,000.00

Total: \$10,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000

Increase: \$5,000.00

Total: \$5,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$850,000.00

Total: \$850,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$100,000.00

Total: \$100,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$350,000.00

Total: \$350,000.00

CLIN 0027:

Funding on CLIN 0027 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$3,560,000.

Total: \$3,560,000.00

CLIN 0028:

Funding on CLIN 0028 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$450,000.00

Total: \$450,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$100,000.00

Total: \$100,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$850,000.00

Total: \$850,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000

Increase: \$15,000.00

Total: \$15,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033

Increase: \$10,000.00

Total: \$10,000.00

ACRN: AE

Acctng Data: 97 X 4930 FD20 260 00033 0 000033

Increase: \$7,200.00

Total: \$7,200.00

ACRN: AD

Acctng Data: 97 X 4930 FD20 233 00033 0 000033 2F000000000000000000

Increase: \$50,000.00

Total: \$50,000.00

CLIN 0029:

Funding on CLIN 0029 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$3,320,000.00

Total: \$3,320,000.00

CLIN 0030:

Funding on CLIN 0030 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$250,000.00

Total: \$250,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$100,000.00

Total: \$100,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$850,000.00

Total: \$850,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$800,000.00

Total: \$800,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$700,000.00

Total: \$700,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000

Increase: \$5,000.00

Total: \$5,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000

Increase: \$10,000.00

Total: \$10,000.00

ACRN: AE

Acctng Data: 97 X 4930 FD20 260 00033 0 000033 2F000000000000000000

Increase: \$7,200.00

Total: \$7,200.00

ACRN: AD

Acctng Data: 97 X 4930 FD20 233 00033 0 000033 2F000000000000000000

Increase: \$50,000.00

Total: \$50,000.00

CLIN 0031:

Funding on CLIN 0031 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$5,500,000.00

Total: \$5,500,000.00

CLIN 0032:

Funding on CLIN 0032 is initiated as follows:

ACRN: AA



Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$250,000.00  
Total: \$250,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$100,000.00  
Total: \$100,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$850,000.00  
Total: \$850,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$700,000.00  
Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$800,000.00  
Total: \$800,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000  
Increase: \$5,000.00  
Total: \$5,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000  
Increase: \$10,000.00  
Total: \$10,000.00

ACRN: AE

Acctng Data: 97 X 4930 FD20 260 00033 0 000033 2F000000000000000000  
Increase: \$7,200.00  
Total: \$7,200.00

ACRN: AD

Acctng Data: 97 X 4930 FD20 233 00033 0 000033 2F000000000000000000  
Increase: \$50,000.00  
Total: \$50,000.00

CLIN 0033:

Funding on CLIN 0033 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$3,560,000.00  
Total: \$3,560,000.00

CLIN 0034:

Funding on CLIN 0034 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$250,000.00  
Total: \$250,000.00

ACRN: AA  
Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$200,000.00  
Total: \$200,000.00

ACRN: AA  
Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$100,000.00  
Total: \$100,000.00

ACRN: AA  
Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$850,000.00  
Total: \$850,000.00

ACRN: AA  
Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$700,000.00  
Total: \$700,000.00

ACRN: AA  
Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000  
Increase: \$700,000.00  
Total: \$700,000.00

ACRN: AF  
Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000  
Increase: \$5,000.00  
Total: \$5,000.00

ACRN: AF  
Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000  
Increase: \$10,000.00  
Total: \$10,000.00

ACRN: AE  
Acctng Data: 97 X 4930 FD20 260 00033 0 000033 2F000000000000000000  
Increase: \$7,200.00  
Total: \$7,200.00

ACRN: AD  
Acctng Data: 97 X 4930 FD20 233 00033 0 000033 2F000000000000000000  
Increase: \$50,000.00  
Total: \$50,000.00

### 3. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACH I-INVOICE REQUIREMENTS

**ATTACHMENT I**

## INVOICE REQUIREMENTS/REPORT OF EXPENDITURES

**FY02/FY03 PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201**

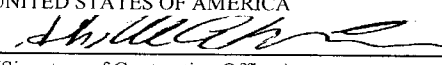
<b>SHIP</b>	<b>PER DIEM POs</b>	<b>REIMBUSABLE POs</b>
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHDPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE
USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

<b>DESCRIPTION</b>	<b>PO NUMBER</b>
WATKINS FUEL PURCHASE	N0003302C3201FLWAK01
WATSON FUEL PURCHASE	N0003302C3201FLWAT01

**FY04 PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201**

<b>SHIP</b>	<b>PER DIEM POs</b>	<b>REIMBUSABLE POs</b>
USNS SODERMAN	N0003302C32010019	N0003302C32010020
USNS DAHL	N0003302C32010021	N0003302C32010022
USNS CHARLTON	N0003302C32010023	N0003302C32010024
USNS RED CLOUD	N0003302C32010025	N0003302C32010026
USNS POMEROY	N0003302C32010027	N0003302C32010028
USNS SISLER	N0003302C32010029	N0003302C32010030
USNS WATSON	N0003302C32010031	N0003302C32010032
USNS WATKINS	N0003302C32010033	N0003302C32010034

**B.** All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO <b>P00016</b>		3. EFFECTIVE DATE <b>11-May-2004</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		CODE <b>N00033</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MAERSK LINE LTD  120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00033-02-C-3201			
				X 10B. DATED (SEE ITEM 13) 19-Sep-2002			
CODE <b>4X163</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15. and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See attached.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ACHILLE BROENNIMANN / CONTRACTS TEL: 202-685-5531 EMAIL: achille.broennimann@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 19-May-2004	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

A. The purpose of this modification is to change a course number for required training in Section C of the contract. Accordingly, Section C-4.7.2.14.10 is changed to read as follows:

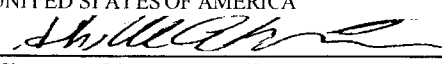
4.7.2.14.10 Respiratory Protection: The MDR shall successfully complete the U.S. Navy's course *Respiratory Protection Program Management* (A-493-0072) every five (5) years.

B. The parties hereby agree that the changes in terms and conditions of the contract set forth above provide the parties with the full and complete adjustment to which each is entitled for the changes set forth above. The parties hereby waive all rights, title, and interest, if any, to further adjustment for the aforesaid changes.

C. All other terms and conditions, as modified, remain unchanged and in full force and effect.

**The following items are applicable to this modification:**

MOD BODY

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1</b> / <b>3</b>
2. AMENDMENT/MODIFICATION NO. <b>P00019</b>	3. EFFECTIVE DATE <b>19-Jul-2004</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. ISSUED BY MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540	CODE <b>N00033</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MAERSK LINE LTD  120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502		9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MOD. OF CONTRACT/ORDER NO. N00033-02-C-3201			
CODE <b>4X163</b>		X 10B. DATED (SEE ITEM 13) 05-Aug-2002			
FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  <b>See the Attached Sheet.</b>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ACHILLE BROENNIMANN / CONTRACTS TEL: 202-685-5531 EMAIL: achille.broennimann@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 30-Jul-2004	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**MOD BODY

The purpose of this modification to settle the Contractor's claim of 12 May 2004.

1. The parties agree to settle this claim in the amount of \$3,789.96 and that MSC agrees to pay the Contractor the stated amount.
2. The parties agree that this is the settlement of a disputed issue and is not an admission by either party of any specific allegations, but is an agreement to compromise in lieu of litigation.
3. This modification adds SubCLIN 003210- Claim Settlement providing funding in the amount of \$3,789.96.
4. Overall contract price is increased by \$3,789.96.
5. The parties agree that the payment, set forth above, provides the Contractor with full and complete consideration for its claim for an equitable adjustment, including, but not limited to, interests and attorney's fees, arising out of, relating to or caused by MSC's unilateral change in the funding schedule. The contractor hereby waives, abandons, and releases all right, title, and interest if any, to all claims against the United States, including claims for attorney's fees and interest, that have arisen, that may arise out of, that are related to or caused by MSC's unilateral change in the funding schedule during the period 15 Oct 2003 through 08 Dec 03.

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$3,789.96 from \$333,957,171.73 to \$333,960,961.69.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

## CLIN 0032

The unit price amount has increased by \$3,789.96 from \$2,772,200.00 to \$2,775,989.96.

The total cost of this line item has increased by \$3,789.96 from \$2,772,200.00 to \$2,775,989.96.

SUBCLIN 003210 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003210	FY04 LMSR INTEREST CHARGE (WATSON), PROJ 100234, TASK 110100, ET FFP FY04 LMSR INTEREST CHARGE (WATSON), PROJ 100234, TASK 110100, ET 2521R, CLIN 0034, N0003302C32010034, MASSEY PURCHASE REQUEST NUMBER: N000334183P3203		Each	\$0.00	

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NET AMT	\$0.00
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Funded Amount	\$0.00
---------------	--------

FOB: Destination

#### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

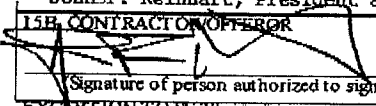
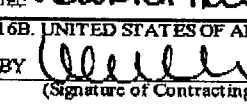
As a result of this modification, the total funded amount for this document was increased by \$3,789.96 from \$198,982,677.65 to \$198,986,467.61.

CLIN 0032:

AA: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000 was increased by \$3,789.96 from \$2,700,000.00 to \$2,703,789.96

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>P00039</b>	3. EFFECTIVE DATE <b>16-May-2005</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MILITARY SEALIFT COMMAND, N1032PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20399-5540	CODE <b>N00033</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MARREY LINE, LIMITED  ONE COMMERCIAL PLACE, 20TH FLOOR NORFOLK VA 23510-2103		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. N00033-02-C-3201		
		X 10B. DATED (SEE ITEM 13) 05-Aug-2002		
CODE <b>4X163</b>	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Mutual agreement of the parties.				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>huppmc05756</b> See attached.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <b>John F. Reinhart, President and CEO</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: <b>VERONICA HAUZER</b> EMAIL:		
15B. CONTRACTOR OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED <b>06 Sept 2005</b>	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>07-Sept-2005</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

N00033-02-C-3201

Page 2 of 2

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

MOD BODY

- A. The purpose of this modification is to change the contractor's address of record, as reflected in CCR.
- B. The parties hereby agree that the changes in terms and conditions of the contract set forth above provide the parties with the full and complete adjustments to which each is entitled for the changes set forth above. The parties hereby waive all rights, title, and interest, if any, to further adjustment for the aforesaid changes.
- C. All other terms and conditions remain unchanged.

## SUMMARY OF CHANGES

The purpose of this modification is to change the contractor's address of record, as reflected in CCR; accordingly:

The contractor organization has changed from  
MAERSK LINE LTD  
BRAD SAUER  
120 CORPORATE BLVD SUITE 400  
NORFOLK VA 23502  
to  
MAERSK LINE, LIMITED  
JOHN F. REINHART  
ONE COMMERCIAL PLACE, 20TH FLOOR  
NORFOLK VA 23510-2103

(End of Summary of Changes)

**SECTION J - LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>
A	LMSR Technical Manual
B	U.S. Department of Labor, Register of Wage Determinations under the Service Contract Act
C	DD Form 254, Contract Security Classification Specification
D	P & I Guidelines
E	American Institute Hull Clauses (2 June 1977) and Hull War Risks and Strike Clauses
F	Civilian Mariner's Wage Rates
G	SF LLL Disclosure of Lobbying Activities
H	Award Fee Plan
I	Invoice Requirements/Report of Expenditures
J	Electronic Data Interchange Trading Partner Agreement
K	Subcontracting Plan

OMB Approved 2700-0043

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DFARS (15 CFR 330)		RATING <b>DO-A3</b>		PAGE 1 OF 1 PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>N000333-02-C-3201</b>		3. EFFECTIVE DATE <b>See Block 20C</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY <b>Dept of the Navy, Military Sealift Command (PM3) 914 Charles Morris Court SE Washington, DC 20398-5540</b>		6. ADMINISTERED BY (if other than item 5)		7. NAME AND ADDRESS OF CONTRACTOR (via street, county, state and ZIP Code) <b>Maersk Line Limited 120 Corporate Blvd Suite 400 Norfolk, VA 23502</b>			
8. CODE		FACILITY CODE		9. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (State below)		10. DISCOUNT FOR PROMPT PAYMENT <b>N/A</b>	
11. SHIP TO/MARK FOR <b>N/A</b>		12. PAYMENT WILL BE MADE BY <b>Department of the Navy Military Sealift Command Washington Navy Yard Washington, DC 20398</b>		13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(X) <b>N/A</b> <input type="checkbox"/> 41 U.S.C. 253(c)(X)		14. ACCOUNTING AND APPROPRIATION DATA <b>See page 1a</b>	
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
15E. UNIT PRICE		15F. AMOUNT		15G. TOTAL AMOUNT OF CONTRACT <b>\$219,746,094.00</b>			
16. TABLE OF CONTENTS							
(1) SEC.	DESCRIPTION		PAGE(S)	(1) SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X A	SOLICITATION/CONTRACT FORM			X I	CONTRACT CLAUSES		
X B	SUPPLIES OR SERVICES AND PRICE/COST			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X C	DESCRIPTION/SPECS./WORK STATEMENT			X J	LIST OF ATTACHMENTS		
X D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		
X H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such proposals, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) <b>Bradford F. Sauer</b>				20A. NAME OF CONTRACTING OFFICER <b>K.D. ALLEN ken.allen@msc.navy.mil</b>			
19B. NAME OF CONTRACTOR <b>B/L Line</b> (Signature of person authorized to sign)		19C. DATE SIGNED <b>5 AUG 02</b>		20B. UNITED STATES OF AMERICA BY <b>K. Allen</b> (Signature of Contracting Officer)		20C. DATE SIGNED <b>08/05/02</b>	

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